

Form **990**Department of the Treasury  
Internal Revenue Service**Return of Organization Exempt From Income Tax**

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except black lung benefit trust or private foundation)

▶ The organization may have to use a copy of this return to satisfy state reporting requirements.

OMB No 1545-0047

**2010****Open to Public Inspection****A For the 2010 calendar year, or tax year beginning****and ending****B** Check if applicable

- ☐ Address change  
☐ Name change  
☐ Initial return  
☐ Terminated  
☐ Amended return  
☐ Application pending

**C** Name of organization**THE GABRIEL FOUNDATION**

Doing Business As

Number and street (or P.O. box if mail is not delivered to street address)

**1025 ACOMA**

Room/suite

City or town, state or country, and ZIP + 4

**DENVER, CO 80204****F** Name and address of principal officer **JULIE MURAD****SAME AS C ABOVE****D** Employer identification number**84-1396085****E** Telephone number**(303) 629-5900****G** Gross receipts \$**950,803.****H(a)** Is this a group return

for affiliates?

☐ Yes☒ No**H(b)** Are all affiliates included?☐ Yes☐ No

If "No," attach a list (see instructions)

**H(c)** Group exemption number ▶**I** Tax-exempt status: ☒ 501(c)(3) ☐ 501(c) ( ) (insert no ) ☐ 4947(a)(1) or ☐ 527**J** Website: ▶ **WWW.THEGABRIELFOUNDATION.ORG****K** Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other ▶**L** Year of formation: **1997****M** State of legal domicile: **CO****Part I Summary**

Activities & Governance		Revenue		Expenses		Net Assets or Fund Balances	
1	Briefly describe the organization's mission or most significant activities <b>PARROT WELFARE, RESCUE, SANCTUARY, REHABILITATION AND ADOPTION.</b>						
2	Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets						
3	Number of voting members of the governing body (Part VI, line 1a)	3	12				
4	Number of independent voting members of the governing body (Part VI, line 1b)	4	8				
5	Total number of individuals employed in calendar year 2010 (Part V, line 2a)	5	25				
6	Total number of volunteers (estimate if necessary)	6	50				
7a	Total unrelated business revenue from Part VIII, column (C), line 12	7a	14,453.				
7b	Net unrelated business taxable income from Form 990-T, line 34.	7b	<4,907.>				
8	Contributions and grants (Part VIII, line 1h)						
9	Program service revenue (Part VIII, line 2g)						
10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)						
11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)						
12	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)						
13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)						
14	Benefits paid to or for members (Part IX, column (A), line 4)						
15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)						
16a	Professional fundraising fees (Part IX, column (A), line 11e)						
b	Total fundraising expenses (Part IX, column (D), line 25) ▶ <b>13,303.</b>						
17	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24f)						
18	Total expenses Add lines 13-17 (must equal Part IX, column (A), line 25)						
19	Revenue less expenses Subtract line 18 from line 12						
20	Total assets (Part X, line 16)						
21	Total liabilities (Part X, line 26)						
22	Net assets or fund balances. Subtract line 21 from line 20						

**Part II Signature Block**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

<b>Sign Here</b>	Signature of officer		Date		
	<b>JULIE MURAD, PRESIDENT</b>				
<b>Paid Preparer Use Only</b>	Print/Type preparer's name	Preparer's signature	Date	Check if self-employed <input type="checkbox"/>	PTIN
	<b>DENISE ANN JURGENS, CPA</b>				
<b>Preparer Use Only</b>	Firm's name ▶ <b>REESE HENRY &amp; COMPANY, INC.</b>	Firm's EIN ▶			
	Firm's address ▶ <b>400 EAST MAIN STREET, SUITE 2 ASPEN, CO 81611</b>	Phone no. <b>(970) 925-3771</b>			

May the IRS discuss this return with the preparer shown above? (see instructions)

☒ Yes☐ No

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**Part III** Statement of Program Service Accomplishments

Check if Schedule O contains a response to any question in this Part III

☒ X

- 1**
- Briefly describe the organization's mission:

SEE SCHEDULE O

- 2**
- Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ?

☐ Yes ☒ No

If "Yes," describe these new services on Schedule O

- 3**
- Did the organization cease conducting, or make significant changes in how it conducts, any program services?

☐ Yes ☒ No

If "Yes," describe these changes on Schedule O

- 4**
- Describe the exempt purpose achievements for each of the organization's three largest program services by expenses. Section 501(c)(3) and 501(c)(4) organizations and section 4947(a)(1) trusts are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported

**4a** (Code: \_\_\_\_\_) (Expenses \$ \_\_\_\_\_ including grants of \$ \_\_\_\_\_) (Revenue \$ \_\_\_\_\_)  
SEE ATTACHED STATEMENT.**4b** (Code: \_\_\_\_\_) (Expenses \$ \_\_\_\_\_ including grants of \$ \_\_\_\_\_) (Revenue \$ \_\_\_\_\_)**4c** (Code: \_\_\_\_\_) (Expenses \$ \_\_\_\_\_ including grants of \$ \_\_\_\_\_) (Revenue \$ \_\_\_\_\_)

- 4d**
- Other program services. (Describe in Schedule O )

(Expenses \$ 834,135. including grants of \$ \_\_\_\_\_) (Revenue \$ 36,027.)**4e** Total program service expenses 834,135.

**Part IV Checklist of Required Schedules**

	Yes	No
1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? <i>If "Yes," complete Schedule A</i>	X	
2 Is the organization required to complete Schedule B, Schedule of Contributors?	X	
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? <i>If "Yes," complete Schedule C, Part I</i>		X
4 <b>Section 501(c)(3) organizations.</b> Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? <i>If "Yes," complete Schedule C, Part II</i>		X
5 Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? <i>If "Yes," complete Schedule C, Part III</i>		X
6 Did the organization maintain any donor advised funds or any similar funds or accounts where donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? <i>If "Yes," complete Schedule D, Part I</i>		X
7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? <i>If "Yes," complete Schedule D, Part II</i>		X
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? <i>If "Yes," complete Schedule D, Part III</i>		X
9 Did the organization report an amount in Part X, line 21, serve as a custodian for amounts not listed in Part X, or provide credit counseling, debt management, credit repair, or debt negotiation services? <i>If "Yes," complete Schedule D, Part IV</i>		X
10 Did the organization, directly or through a related organization, hold assets in term, permanent, or quasi-endowments? <i>If "Yes," complete Schedule D, Part V</i>		X
11 If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.		
a Did the organization report an amount for land, buildings, and equipment in Part X, line 10? <i>If "Yes," complete Schedule D, Part VI</i>	X	
b Did the organization report an amount for investments - other securities in Part X, line 12 that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VII</i>		X
c Did the organization report an amount for investments - program related in Part X, line 13 that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VIII</i>		X
d Did the organization report an amount for other assets in Part X, line 15 that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part IX</i>		X
e Did the organization report an amount for other liabilities in Part X, line 25? <i>If "Yes," complete Schedule D, Part X</i>	X	
f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? <i>If "Yes," complete Schedule D, Part X</i>		X
12a Did the organization obtain separate, independent audited financial statements for the tax year? <i>If "Yes," complete Schedule D, Parts XI, XII, and XIII</i>		X
b Was the organization included in consolidated, independent audited financial statements for the tax year? <i>If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI, XII, and XIII is optional</i>		X
13 Is the organization a school described in section 170(b)(1)(A)(ii)? <i>If "Yes," complete Schedule E</i>		X
14a Did the organization maintain an office, employees, or agents outside of the United States?		X
b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, and program service activities outside the United States? <i>If "Yes," complete Schedule F, Parts I and IV</i>		X
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or assistance to any organization or entity located outside the United States? <i>If "Yes," complete Schedule F, Parts II and IV</i>		X
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or assistance to individuals located outside the United States? <i>If "Yes," complete Schedule F, Parts III and IV</i>		X
17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? <i>If "Yes," complete Schedule G, Part I</i>		X
18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? <i>If "Yes," complete Schedule G, Part II</i>		X
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? <i>If "Yes," complete Schedule G, Part III</i>		X
20a Did the organization operate one or more hospitals? <i>If "Yes," complete Schedule H</i>		X
b If "Yes" to line 20a, did the organization attach its audited financial statements to this return? <b>Note.</b> Some Form 990 filers that operate one or more hospitals must attach audited financial statements (see instructions)		
20b		

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**Part IV Checklist of Required Schedules** (continued)

	Yes	No
<b>21</b> Did the organization report more than \$5,000 of grants and other assistance to governments and organizations in the United States on Part IX, column (A), line 1? If "Yes," complete Schedule I, Parts I and II		X
<b>22</b> Did the organization report more than \$5,000 of grants and other assistance to individuals in the United States on Part IX, column (A), line 2? If "Yes," complete Schedule I, Parts I and III		X
<b>23</b> Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? If "Yes," complete Schedule J		X
<b>24a</b> Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25		X
<b>24b</b> Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?		
<b>24c</b> Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?		
<b>24d</b> Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?		
<b>25a</b> <b>Section 501(c)(3) and 501(c)(4) organizations.</b> Did the organization engage in an excess benefit transaction with a disqualified person during the year? If "Yes," complete Schedule L, Part I		X
<b>25b</b> Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? If "Yes," complete Schedule L, Part I		X
<b>26</b> Was a loan to or by a current or former officer, director, trustee, key employee, highly compensated employee, or disqualified person outstanding as of the end of the organization's tax year? If "Yes," complete Schedule L, Part II	X	
<b>27</b> Did the organization provide a grant or other assistance to an officer, director, trustee, key employee, substantial contributor, or a grant selection committee member, or to a person related to such an individual? If "Yes," complete Schedule L, Part III		X
<b>28</b> Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions for applicable filing thresholds, conditions, and exceptions):		
<b>28a</b> A current or former officer, director, trustee, or key employee? If "Yes," complete Schedule L, Part IV		X
<b>28b</b> A family member of a current or former officer, director, trustee, or key employee? If "Yes," complete Schedule L, Part IV		X
<b>28c</b> An entity of which a current or former officer, director, trustee, or key employee (or a family member thereof) was an officer, director, trustee, or direct or indirect owner? If "Yes," complete Schedule L, Part IV		X
<b>29</b> Did the organization receive more than \$25,000 in non-cash contributions? If "Yes," complete Schedule M	X	
<b>30</b> Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? If "Yes," complete Schedule M		X
<b>31</b> Did the organization liquidate, terminate, or dissolve and cease operations? If "Yes," complete Schedule N, Part I		X
<b>32</b> Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? If "Yes," complete Schedule N, Part II		X
<b>33</b> Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? If "Yes," complete Schedule R, Part I		X
<b>34</b> Was the organization related to any tax-exempt or taxable entity? If "Yes," complete Schedule R, Parts II, III, IV, and V, line 1		X
<b>35</b> Is any related organization a controlled entity within the meaning of section 512(b)(13)?		X
<b>a</b> Did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If "Yes," complete Schedule R, Part V, line 2 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<b>36</b> <b>Section 501(c)(3) organizations.</b> Did the organization make any transfers to an exempt non-charitable related organization? If "Yes," complete Schedule R, Part V, line 2		X
<b>37</b> Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? If "Yes," complete Schedule R, Part VI		X
<b>38</b> Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11 and 19?	X	

**Note.** All Form 990 filers are required to complete Schedule O

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**Part V** Statements Regarding Other IRS Filings and Tax ComplianceCheck if Schedule O contains a response to any question in this Part V ☐

		Yes	No
<b>1a</b>	Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable.		
<b>1b</b>	Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable.		
<b>c</b>	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?		
<b>2a</b>	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return.		
<b>b</b>	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? <b>Note.</b> If the sum of lines 1a and 2a is greater than 250, you may be required to e-file (see instructions).	X	
<b>3a</b>	Did the organization have unrelated business gross income of \$1,000 or more during the year?	X	
<b>b</b>	If "Yes," has it filed a Form 990-T for this year? If "No," provide an explanation in Schedule O.	X	
<b>4a</b>	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?		X
<b>b</b>	If "Yes," enter the name of the foreign country: _____ See instructions for filing requirements for Form TD F 90-22.1, Report of Foreign Bank and Financial Accounts.		
<b>5a</b>	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?		X
<b>b</b>	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?		X
<b>c</b>	If "Yes," to line 5a or 5b, did the organization file Form 8886-T?		
<b>6a</b>	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible?		X
<b>b</b>	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?		
<b>7</b>	<b>Organizations that may receive deductible contributions under section 170(c).</b>		
<b>a</b>	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?		X
<b>b</b>	If "Yes," did the organization notify the donor of the value of the goods or services provided?		
<b>c</b>	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?		X
<b>d</b>	If "Yes," indicate the number of Forms 8282 filed during the year.		
<b>e</b>	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?		X
<b>f</b>	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?		X
<b>g</b>	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?		
<b>h</b>	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?		
<b>8</b>	<b>Sponsoring organizations maintaining donor advised funds and section 509(a)(3) supporting organizations.</b> Did the supporting organization, or a donor advised fund maintained by a sponsoring organization, have excess business holdings at any time during the year?		
<b>9</b>	<b>Sponsoring organizations maintaining donor advised funds.</b>		
<b>a</b>	Did the organization make any taxable distributions under section 4966?		
<b>b</b>	Did the organization make a distribution to a donor, donor advisor, or related person?		
<b>10</b>	<b>Section 501(c)(7) organizations.</b> Enter:		
<b>a</b>	Initiation fees and capital contributions included on Part VIII, line 12.		
<b>b</b>	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities.		
<b>11</b>	<b>Section 501(c)(12) organizations.</b> Enter:		
<b>a</b>	Gross income from members or shareholders.		
<b>b</b>	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.)		
<b>12a</b>	<b>Section 4947(a)(1) non-exempt charitable trusts.</b> Is the organization filing Form 990 in lieu of Form 1041?		
<b>b</b>	If "Yes," enter the amount of tax-exempt interest received or accrued during the year.		
<b>13</b>	<b>Section 501(c)(29) qualified nonprofit health insurance issuers.</b>		
<b>a</b>	Is the organization licensed to issue qualified health plans in more than one state? <b>Note.</b> See the instructions for additional information the organization must report on Schedule O.		
<b>b</b>	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans.		
<b>c</b>	Enter the amount of reserves on hand.		
<b>14a</b>	Did the organization receive any payments for indoor tanning services during the tax year?		X
<b>b</b>	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation in Schedule O.		

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**Part VI Governance, Management, and Disclosure** For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes in Schedule O. See instructions

Check if Schedule O contains a response to any question in this Part VI

☒**Section A. Governing Body and Management**

	Yes	No
<b>1a</b> Enter the number of voting members of the governing body at the end of the tax year		
<b>1b</b> Enter the number of voting members included in line 1a, above, who are independent		
<b>2</b> Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?	<input checked="" type="checkbox"/>	
<b>3</b> Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors or trustees, or key employees to a management company or other person?		<input checked="" type="checkbox"/>
<b>4</b> Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?		<input checked="" type="checkbox"/>
<b>5</b> Did the organization become aware during the year of a significant diversion of the organization's assets?	<input checked="" type="checkbox"/>	
<b>6</b> Does the organization have members or stockholders?		<input checked="" type="checkbox"/>
<b>7a</b> Does the organization have members, stockholders, or other persons who may elect one or more members of the governing body?		<input checked="" type="checkbox"/>
<b>7b</b> Are any decisions of the governing body subject to approval by members, stockholders, or other persons?		<input checked="" type="checkbox"/>
<b>8</b> Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:		
<b>a</b> The governing body?	<input checked="" type="checkbox"/>	
<b>b</b> Each committee with authority to act on behalf of the governing body?	<input checked="" type="checkbox"/>	
<b>9</b> Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses in Schedule O.		<input checked="" type="checkbox"/>

**Section B. Policies** (This Section B requests information about policies not required by the Internal Revenue Code.)

	Yes	No
<b>10a</b> Does the organization have local chapters, branches, or affiliates?		<input checked="" type="checkbox"/>
<b>b</b> If "Yes," does the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with those of the organization?		
<b>11a</b> Has the organization provided a copy of this Form 990 to all members of its governing body before filing the form?	<input checked="" type="checkbox"/>	
<b>b</b> Describe in Schedule O the process, if any, used by the organization to review this Form 990.		
<b>12a</b> Does the organization have a written conflict of interest policy? If "No," go to line 13	<input checked="" type="checkbox"/>	
<b>b</b> Are officers, directors or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	<input checked="" type="checkbox"/>	
<b>c</b> Does the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe in Schedule O how this is done	<input checked="" type="checkbox"/>	
<b>13</b> Does the organization have a written whistleblower policy?	<input checked="" type="checkbox"/>	
<b>14</b> Does the organization have a written document retention and destruction policy?	<input checked="" type="checkbox"/>	
<b>15</b> Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?		
<b>a</b> The organization's CEO, Executive Director, or top management official	<input checked="" type="checkbox"/>	
<b>b</b> Other officers or key employees of the organization	<input checked="" type="checkbox"/>	
If "Yes" to line 15a or 15b, describe the process in Schedule O (See instructions)		
<b>16a</b> Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?		<input checked="" type="checkbox"/>
<b>b</b> If "Yes," has the organization adopted a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and taken steps to safeguard the organization's exempt status with respect to such arrangements?		

**Section C. Disclosure**

**17** List the states with which a copy of this Form 990 is required to be filed **CO**

**18** Section 6104 requires an organization to make its Forms 1023 (or 1024 if applicable), 990, and 990-T (501(c)(3)s only) available for public inspection. Indicate how you make these available. Check all that apply.  
☒ Own website    ☒ Another's website    ☒ Upon request

**19** Describe in Schedule O whether (and if so, how), the organization makes its governing documents, conflict of interest policy, and financial statements available to the public

**20** State the name, physical address, and telephone number of the person who possesses the books and records of the organization **THE GABRIEL FOUNDATION - 303-629-5900**  
**1025 ACOMA ST, DENVER, CO 80204**

**Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors**Check if Schedule O contains a response to any question in this Part VII ☐**Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees****1a** Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.

List persons in the following order: individual trustees or directors; institutional trustees; officers; key employees; highest compensated employees; and former such persons.

☒ Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and Title	(B) Average hours per week (describe hours for related organizations in Schedule O)	(C) Position (check all that apply)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
JULIE WEISS MURAD PRESIDENT	80.00	X		X				0.	0.	0.
SHAUNA ROBERTS DIRECTOR	5.00	X						0.	0.	0.
ALLEN ROBERTS DIRECTOR	5.00	X						0.	0.	0.
JERRY LABONDE, MS, DVM MEDICAL ADVISOR	5.00	X						0.	0.	0.
RITA SAMBRUNA DIRECTOR	5.00	X						0.	0.	0.
SHARON SIDELL SECRETARY/TREASURER	5.00	X		X				0.	0.	0.
VIRGINIA SMERLINSKI DIRECTOR	5.00	X						0.	0.	0.
KRISTIN AHLGRIM, DVM MEDICAL ADVISOR	5.00	X						0.	0.	0.
MARYELLEN TISON DIRECTOR	5.00	X						0.	0.	0.
BRIAN SPEER, DVM MEDICAL DIRECTOR	5.00	X						0.	0.	0.
D. JIHAN MURAD LEGAL ADVISOR	5.00	X						0.	0.	0.
SCOTT ECHOLS, DVM MEDICAL ADVISOR	5.00	X						0.	0.	0.

(A) Name and title	(B) Average hours per week (describe hours for related organizations in Schedule O)	(C) Position (check all that apply)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
<b>1b Sub-total</b>								0.	0.	0.
<b>c Total from continuation sheets to Part VII, Section A</b>								0.	0.	0.
<b>d Total (add lines 1b and 1c)</b>								0.	0.	0.

0

	Yes	No
3		X
4		X
5		X

1 Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization **NONE**

NONE

(A) Name and business address	(B) Description of services	(C) Compensation

0



**Part VIII Statement of Revenue**

			(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512, 513, or 514
<b>Contributions, gifts, grants and other similar amounts</b>	1 a Federated campaigns	1a				
	b Membership dues	1b				
	c Fundraising events	1c				
	d Related organizations	1d				
	e Government grants (contributions)	1e	16,689.			
	f All other contributions, gifts, grants, and similar amounts not included above	1f	841,466.			
	g Noncash contributions included in lines 1a-1f \$		106,825.			
	h Total. Add lines 1a-1f		858,155.			
	<b>Program Service Revenue</b>	2 a CONSULTING	Business Code 541610	5,236.		5,236.
b						
c						
d						
e						
f All other program service revenue						
g Total. Add lines 2a-2f			5,236.			
<b>Other Revenue</b>	3 Investment income (including dividends, interest, and other similar amounts)		5.			5.
	4 Income from investment of tax-exempt bond proceeds					
	5 Royalties					
	6 a Gross Rents	(i) Real (ii) Personal				
	b Less rental expenses					
	c Rental income or (loss)					
	d Net rental income or (loss)					
	7 a Gross amount from sales of assets other than inventory	(i) Securities (ii) Other				
	b Less cost or other basis and sales expenses					
	c Gain or (loss)					
	d Net gain or (loss)					
	8 a Gross income from fundraising events (not including \$ _____ of _____ contributions reported on line 1c). See Part IV, line 18	a				
	b Less direct expenses	b				
	c Net income or (loss) from fundraising events					
	9 a Gross income from gaming activities. See Part IV, line 19	a				
	b Less direct expenses	b				
	c Net income or (loss) from gaming activities					
	10 a Gross sales of inventory, less returns and allowances	a	87,407.			
	b Less: cost of goods sold	b	56,616.			
	c Net income or (loss) from sales of inventory		30,791.	25,698.	5,093.	
Miscellaneous Revenue		Business Code				
11 a						
b						
c						
d All other revenue						
e Total. Add lines 11a-11d						
12 Total revenue. See instructions		894,187.	25,698.	10,329.	5.	

**Part IX Statement of Functional Expenses**

Section 501(c)(3) and 501(c)(4) organizations must complete all columns.

All other organizations must complete column (A) but are not required to complete columns (B), (C), and (D).

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to governments and organizations in the U.S. See Part IV, line 21				
2 Grants and other assistance to individuals in the U.S. See Part IV, line 22				
3 Grants and other assistance to governments, organizations, and individuals outside the U.S. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees				
6 Compensation not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	406,439.	383,440.	17,845.	5,154.
8 Pension plan contributions (include section 401(k) and section 403(b) employer contributions)				
9 Other employee benefits	22,457.	<6,552.>	29,009.	
10 Payroll taxes	40,644.	38,344.	1,785.	515.
11 Fees for services (non-employees)				
a Management				
b Legal				
c Accounting	37,537.	2,351.	35,186.	
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other	7,641.	2,162.	2,398.	3,081.
12 Advertising and promotion	2,014.			2,014.
13 Office expenses	23,888.	8,916.	14,972.	
14 Information technology				
15 Royalties				
16 Occupancy	6,506.	6,506.		
17 Travel	15,932.	14,574.	1,358.	
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings	6,667.	2,529.	4,138.	
20 Interest	1,887.	74.	1,813.	
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	31,234.	29,300.	1,934.	
23 Insurance	25,345.	13,938.	11,219.	188.
24 Other expenses. Itemize expenses not covered above. (List miscellaneous expenses in line 24f. If line 24f amount exceeds 10% of line 25, column (A) amount, list line 24f expenses on Schedule O.)				
a BIRD CARE SUPPLIES	189,312.	189,312.		
b VETERINARY SERVICES & S	52,623.	52,623.		
c UTILITIES	40,331.	38,668.	1,663.	
d TELEPHONE	19,008.	15,983.	2,810.	215.
e WEBSITE	17,055.	16,054.		1,001.
f All other expenses	40,807.	25,913.	13,759.	1,135.
25 Total functional expenses. Add lines 1 through 24f	987,327.	834,135.	139,889.	13,303.
26 Joint costs. Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720). Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation				

**Part X Balance Sheet**

		(A) Beginning of year		(B) End of year
<b>Assets</b>	<b>1</b> Cash - non-interest-bearing	12,649.	<b>1</b>	11,649.
	<b>2</b> Savings and temporary cash investments		<b>2</b>	
	<b>3</b> Pledges and grants receivable, net		<b>3</b>	
	<b>4</b> Accounts receivable, net		<b>4</b>	
	<b>5</b> Receivables from current and former officers, directors, trustees, key employees, and highest compensated employees. Complete Part II of Schedule L		<b>5</b>	
	<b>6</b> Receivables from other disqualified persons (as defined under section 4958(f)(1)), persons described in section 4958(c)(3)(B), and contributing employers and sponsoring organizations of section 501(c)(9) voluntary employees' beneficiary organizations (see instructions)		<b>6</b>	
	<b>7</b> Notes and loans receivable, net		<b>7</b>	
	<b>8</b> Inventories for sale or use	496,165.	<b>8</b>	652,220.
	<b>9</b> Prepaid expenses and deferred charges		<b>9</b>	
	<b>10a</b> Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	<b>10a</b> 1,167,617.		
	<b>b</b> Less: accumulated depreciation	<b>10b</b> 309,235.	<b>10c</b>	858,382.
	<b>11</b> Investments - publicly traded securities	842,557.	<b>11</b>	8,100.
	<b>12</b> Investments - other securities. See Part IV, line 11	8,100.	<b>12</b>	
	<b>13</b> Investments - program-related. See Part IV, line 11		<b>13</b>	
	<b>14</b> Intangible assets		<b>14</b>	
	<b>15</b> Other assets. See Part IV, line 11	41,278.	<b>15</b>	34,990.
<b>16</b> <b>Total assets.</b> Add lines 1 through 15 (must equal line 34)	1,400,749.	<b>16</b>	1,565,341.	
<b>Liabilities</b>	<b>17</b> Accounts payable and accrued expenses	48,868.	<b>17</b>	126,137.
	<b>18</b> Grants payable		<b>18</b>	
	<b>19</b> Deferred revenue		<b>19</b>	
	<b>20</b> Tax-exempt bond liabilities		<b>20</b>	
	<b>21</b> Escrow or custodial account liability. Complete Part IV of Schedule D		<b>21</b>	
	<b>22</b> Payables to current and former officers, directors, trustees, key employees, highest compensated employees, and disqualified persons. Complete Part II of Schedule L		<b>22</b>	3,000.
	<b>23</b> Secured mortgages and notes payable to unrelated third parties		<b>23</b>	
	<b>24</b> Unsecured notes and loans payable to unrelated third parties		<b>24</b>	
	<b>25</b> Other liabilities. Complete Part X of Schedule D	52,313.	<b>25</b>	73,721.
	<b>26</b> <b>Total liabilities.</b> Add lines 17 through 25	101,181.	<b>26</b>	202,858.
<b>Net Assets or Fund Balances</b>	<b>Organizations that follow SFAS 117, check here</b> <input checked="" type="checkbox"/> <b>and complete lines 27 through 29, and lines 33 and 34.</b>			
	<b>27</b> Unrestricted net assets	1,299,568.	<b>27</b>	1,362,483.
	<b>28</b> Temporarily restricted net assets		<b>28</b>	
	<b>29</b> Permanently restricted net assets		<b>29</b>	
	<b>Organizations that do not follow SFAS 117, check here</b> <input type="checkbox"/> <b>and complete lines 30 through 34.</b>			
	<b>30</b> Capital stock or trust principal, or current funds		<b>30</b>	
	<b>31</b> Paid-in or capital surplus, or land, building, or equipment fund		<b>31</b>	
	<b>32</b> Retained earnings, endowment, accumulated income, or other funds		<b>32</b>	
	<b>33</b> <b>Total net assets or fund balances</b>	1,299,568.	<b>33</b>	1,362,483.
<b>34</b> <b>Total liabilities and net assets/fund balances</b>	1,400,749.	<b>34</b>	1,565,341.	

Form 990 (2010)

**Part XI Reconciliation of Net Assets**

Check if Schedule O contains a response to any question in this Part XI

☒

1	Total revenue (must equal Part VIII, column (A), line 12)	1	894,187.
2	Total expenses (must equal Part IX, column (A), line 25)	2	987,327.
3	Revenue less expenses Subtract line 2 from line 1	3	<93,140.>
4	Net assets or fund balances at beginning of year (must equal Part X, line 33, column (A))	4	1,299,568.
5	Other changes in net assets or fund balances (explain in Schedule O)	5	156,055.
6	Net assets or fund balances at end of year Combine lines 3, 4, and 5 (must equal Part X, line 33, column (B))	6	1,362,483.

**Part XII Financial Statements and Reporting**

Check if Schedule O contains a response to any question in this Part XII

☐

- 1 Accounting method used to prepare the Form 990 ☐ Cash ☒ Accrual ☐ Other \_\_\_\_\_  
If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O
- 2a Were the organization's financial statements compiled or reviewed by an independent accountant?
- b Were the organization's financial statements audited by an independent accountant?
- c If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant?  
If the organization changed either its oversight process or selection process during the tax year, explain in Schedule O
- d If "Yes" to line 2a or 2b, check a box below to indicate whether the financial statements for the year were issued on a separate basis, consolidated basis, or both  
☐ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis
- 3a As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?
- b If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why in Schedule O and describe any steps taken to undergo such audits

	Yes	No
2a		X
2b		X
2c		
3a		X
3b		

Form 990 (2010)

Department of the Treasury  
Internal Revenue Service

**Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.**

OMB No. 1545-0047

2010

**Open to Public Inspection**

Name of the organization

THE GABRIEL FOUNDATION

Employer identification number

84-1396085

<b>Part I</b>	<b>Reason for Public Charity Status</b> (All organizations must complete this part ) See instructions
---------------	---

The organization is not a private foundation because it is. (For lines 1 through 11, check only one box.)

- 1 ☐ A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i).**

2 ☐ A school described in **section 170(b)(1)(A)(ii).** (Attach Schedule E)

3 ☐ A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii).**

4 ☐ A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii).** Enter the hospital's name, city, and state. \_\_\_\_\_

5 ☐ An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv).** (Complete Part II)

6 ☐ A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v).**

7 ☐ An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi).** (Complete Part II.)

8 ☐ A community trust described in **section 170(b)(1)(A)(vi).** (Complete Part II)

9 ☒ An organization that normally receives (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions - subject to certain exceptions, and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2).** (Complete Part III)

10 ☐ An organization organized and operated exclusively to test for public safety See **section 509(a)(4).**

11 ☐ An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in section 509(a)(1) or section 509(a)(2) See **section 509(a)(3).** Check the box that describes the type of supporting organization and complete lines 11e through 11h

a ☐ Type I      b ☐ Type II      c ☐ Type III - Functionally integrated      d ☐ Type III - Other

e ☐ By checking this box, I certify that the organization is not controlled directly or indirectly by one or more disqualified persons other than foundation managers and other than one or more publicly supported organizations described in section 509(a)(1) or section 509(a)(2)

f ☐ If the organization received a written determination from the IRS that it is a Type I, Type II, or Type III supporting organization, check this box \_\_\_\_\_

g ☐ Since August 17, 2006, has the organization accepted any gift or contribution from any of the following persons?

(i) A person who directly or indirectly controls, either alone or together with persons described in (ii) and (iii) below, the governing body of the supported organization?

(ii) A family member of a person described in (i) above?

(iii) A 35% controlled entity of a person described in (i) or (ii) above?

h ☐ Provide the following information about the supported organization(s)

	Yes	No
11g(i)		
11g(ii)		
11g(iii)		

[illegible]

**LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ.**

Schedule A (Form 990 or 990-EZ) 2010

**Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)**

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

**Section A. Public Support**

Calendar year (or fiscal year beginning in) ►	(a) 2006	(b) 2007	(c) 2008	(d) 2009	(e) 2010	(f) Total
1 Gifts, grants, contributions, and membership fees received (Do not include any "unusual grants.")						
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 <b>Total.</b> Add lines 1 through 3						
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 <b>Public support.</b> Subtract line 5 from line 4						

**Section B. Total Support**

Calendar year (or fiscal year beginning in) ►	(a) 2006	(b) 2007	(c) 2008	(d) 2009	(e) 2010	(f) Total
7 Amounts from line 4						
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources						
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part IV.)						
11 <b>Total support.</b> Add lines 7 through 10						
12 Gross receipts from related activities, etc. (see instructions)					12	
13 <b>First five years.</b> If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and <b>stop here</b> ► <input type="checkbox"/>						

**Section C. Computation of Public Support Percentage**

14 Public support percentage for 2010 (line 6, column (f) divided by line 11, column (f))	14	%
15 Public support percentage from 2009 Schedule A, Part II, line 14	15	%
16a <b>33 1/3% support test - 2010.</b> If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and <b>stop here.</b> The organization qualifies as a publicly supported organization ► <input type="checkbox"/>		
b <b>33 1/3% support test - 2009.</b> If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and <b>stop here.</b> The organization qualifies as a publicly supported organization ► <input type="checkbox"/>		
17a <b>10% -facts-and-circumstances test - 2010.</b> If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and <b>stop here.</b> Explain in Part IV how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization ► <input type="checkbox"/>		
b <b>10% -facts-and-circumstances test - 2009.</b> If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and <b>stop here.</b> Explain in Part IV how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization ► <input type="checkbox"/>		
18 <b>Private foundation.</b> If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions ► <input type="checkbox"/>		

**Part III Support Schedule for Organizations Described in Section 509(a)(2)**

(Complete only if you checked the box on line 9 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

**Section A. Public Support**

Calendar year (or fiscal year beginning in) ►	(a) 2006	(b) 2007	(c) 2008	(d) 2009	(e) 2010	(f) Total
<b>1</b> Gifts, grants, contributions, and membership fees received (Do not include any "unusual grants.")	1,042,437.	483,610.	909,633.	765,378.	858,155.	4,059,213.
<b>2</b> Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose			232,052.	109,144.	92,643.	433,839.
<b>3</b> Gross receipts from activities that are not an unrelated trade or business under section 513						
<b>4</b> Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
<b>5</b> The value of services or facilities furnished by a governmental unit to the organization without charge						
<b>6 Total.</b> Add lines 1 through 5	1,042,437.	483,610.	1,141,685.	874,522.	950,798.	4,493,052.
<b>7a</b> Amounts included on lines 1, 2, and 3 received from disqualified persons	684,908.	222,202.	411,600.	199,992.	306,260.	1,824,962.
<b>b</b> Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						0.
<b>c</b> Add lines 7a and 7b	684,908.	222,202.	411,600.	199,992.	306,260.	1,824,962.
<b>8 Public support.</b> (Subtract line 7c from line 6.)						2,668,090.

**Section B. Total Support**

Calendar year (or fiscal year beginning in) ►	(a) 2006	(b) 2007	(c) 2008	(d) 2009	(e) 2010	(f) Total
<b>9</b> Amounts from line 6	1,042,437.	483,610.	1,141,685.	874,522.	950,798.	4,493,052.
<b>10a</b> Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources	145.	26.	20.	5.	5.	201.
<b>b</b> Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
<b>c</b> Add lines 10a and 10b	145.	26.	20.	5.	5.	201.
<b>11</b> Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on						
<b>12</b> Other income. Do not include gain or loss from the sale of capital assets (Explain in Part IV.)						
<b>13 Total support.</b> (Add lines 9, 10c, 11, and 12.)	1,042,582.	483,636.	1,141,705.	874,527.	950,803.	4,493,253.

**14 First five years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here ☐**Section C. Computation of Public Support Percentage**

<b>15</b> Public support percentage for 2010 (line 8, column (f) divided by line 13, column (f))	<b>15</b>	59.38 %
<b>16</b> Public support percentage from 2009 Schedule A, Part III, line 15	<b>16</b>	54.76 %

**Section D. Computation of Investment Income Percentage**

<b>17</b> Investment income percentage for 2010 (line 10c, column (f) divided by line 13, column (f))	<b>17</b>	.00 %
<b>18</b> Investment income percentage from 2009 Schedule A, Part III, line 17	<b>18</b>	.01 %

**19a 33 1/3% support tests - 2010.** If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization ☒**b 33 1/3% support tests - 2009.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization ☐**20 Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions ☐

**SCHEDULE D**  
**(Form 990)**Department of the Treasury  
Internal Revenue Service**Supplemental Financial Statements**

▶ Complete if the organization answered "Yes," to Form 990,

Part IV, line 6, 7, 8, 9, 10, 11, or 12.

▶ Attach to Form 990. ▶ See separate instructions.

OMB No 1545-0047

**2010**Open to Public  
Inspection

Name of the organization

THE GABRIEL FOUNDATION

Employer identification number

84-1396085

**Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.** Complete if the organization answered "Yes" to Form 990, Part IV, line 6.

	(a) Donor advised funds	(b) Funds and other accounts
1 Total number at end of year		
2 Aggregate contributions to (during year)		
3 Aggregate grants from (during year)		
4 Aggregate value at end of year		

5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control? ☐ Yes ☐ No

6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit? ☐ Yes ☐ No

**Part II Conservation Easements.** Complete if the organization answered "Yes" to Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply)

<input type="checkbox"/> Preservation of land for public use (e.g., recreation or education)	<input type="checkbox"/> Preservation of an historically important land area
<input type="checkbox"/> Protection of natural habitat	<input type="checkbox"/> Preservation of a certified historic structure
<input type="checkbox"/> Preservation of open space	

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year

	Held at the End of the Tax Year
a Total number of conservation easements	2a
b Total acreage restricted by conservation easements	2b
c Number of conservation easements on a certified historic structure included in (a)	2c
d Number of conservation easements included in (c) acquired after 8/17/06, and not on a historic structure listed in the National Register	2d

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year ▶

4 Number of states where property subject to conservation easement is located ▶

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds? ☐ Yes ☐ No

6 Staff and volunteer hours devoted to monitoring, inspecting, and enforcing conservation easements during the year ▶

7 Amount of expenses incurred in monitoring, inspecting, and enforcing conservation easements during the year ▶ \$

8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)? ☐ Yes ☐ No

9 In Part XIV, describe how the organization reports conservation easements in its revenue and expense statement, and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements

**Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.**

Complete if the organization answered "Yes" to Form 990, Part IV, line 8.

1a If the organization elected, as permitted under SFAS 116 (ASC 958), not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide, in Part XIV, the text of the footnote to its financial statements that describes these items.

b If the organization elected, as permitted under SFAS 116 (ASC 958), to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items.

(i) Revenues included in Form 990, Part VIII, line 1	▶ \$
(ii) Assets included in Form 990, Part X	▶ \$

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under SFAS 116 (ASC 958) relating to these items

a Revenues included in Form 990, Part VIII, line 1	▶ \$
b Assets included in Form 990, Part X	▶ \$



**Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets** (continued)

- 3 Using the organization's acquisition, accession, and other records, check any of the following that are a significant use of its collection items (check all that apply):
- a ☐ Public exhibition d ☐ Loan or exchange programs
- b ☐ Scholarly research e ☐ Other \_\_\_\_\_
- c ☐ Preservation for future generations
- 4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIV
- 5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? ☐ Yes ☐ No

**Part IV Escrow and Custodial Arrangements.** Complete if the organization answered "Yes" to Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21

- 1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? ☐ Yes ☐ No
- b If "Yes," explain the arrangement in Part XIV and complete the following table:
- |                                 | Amount |
|---------------------------------|--------|
| c Beginning balance             | 1c     |
| d Additions during the year     | 1d     |
| e Distributions during the year | 1e     |
| f Ending balance                | 1f     |
- 2a Did the organization include an amount on Form 990, Part X, line 21? ☐ Yes ☐ No
- b If "Yes," explain the arrangement in Part XIV

**Part V Endowment Funds.** Complete if the organization answered "Yes" to Form 990, Part IV, line 10

- |  | (a) Current year | (b) Prior year | (c) Two years back | (d) Three years back | (e) Four years back |
|--|------------------|----------------|--------------------|----------------------|---------------------|
| 1a Beginning of year balance                     |                  |                |                    |                      |                     |
| b Contributions                                  |                  |                |                    |                      |                     |
| c Net investment earnings, gains, and losses     |                  |                |                    |                      |                     |
| d Grants or scholarships                         |                  |                |                    |                      |                     |
| e Other expenditures for facilities and programs |                  |                |                    |                      |                     |
| f Administrative expenses                        |                  |                |                    |                      |                     |
| g End of year balance                            |                  |                |                    |                      |                     |
- 2 Provide the estimated percentage of the year end balance held as:
- a Board designated or quasi-endowment ► \_\_\_\_\_ %
- b Permanent endowment ► \_\_\_\_\_ %
- c Term endowment ► \_\_\_\_\_ %
- 3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by
- |   | Yes    | No |
|---|--------|----|
| (i) unrelated organizations   | 3a(i)  |    |
| (ii) related organizations  | 3a(ii) |    |
| b If "Yes" to 3a(ii), are the related organizations listed as required on Schedule R? | 3b     |    |
- 4 Describe in Part XIV the intended uses of the organization's endowment funds

**Part VI Land, Buildings, and Equipment.** See Form 990, Part X, line 10.

Description of investment	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land				
b Buildings		877,252.	96,862.	780,390.
c Leasehold improvements				
d Equipment				
e Other		290,365.	212,373.	77,992.
Total. Add lines 1a through 1e (Column (d) must equal Form 990, Part X, column (B), line 10(c))				858,382.

**Part VII Investments - Other Securities.** See Form 990, Part X, line 12

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely-held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
(I)		
Total. (Col (b) must equal Form 990, Part X, col (B) line 12.) ▶		

**Part VIII Investments - Program Related.** See Form 990, Part X, line 13

(a) Description of investment type	(b) Book value	(c) Method of valuation Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
(10)		
Total. (Col (b) must equal Form 990, Part X, col (B) line 13.) ▶		

**Part IX Other Assets.** See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
(10)	
Total. (Column (b) must equal Form 990, Part X, col (B) line 15.) ▶	

**Part X Other Liabilities.** See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Amount
(1) Federal income taxes	
(2) PAYROLL TAXES	70,140.
(3) STATE TAX PAYABLE	3,581.
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
(10)	
(11)	
Total. (Column (b) must equal Form 990, Part X, col (B) line 25.) ▶	
73,721.	

2. FIN 48 (ASC 740) Footnote. In Part XIV, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FIN 48 (ASC 740).

**Part XI Reconciliation of Change in Net Assets from Form 990 to Audited Financial Statements**

1	Total revenue (Form 990, Part VIII, column (A), line 12)	1	
2	Total expenses (Form 990, Part IX, column (A), line 25)	2	
3	Excess or (deficit) for the year Subtract line 2 from line 1	3	
4	Net unrealized gains (losses) on investments	4	
5	Donated services and use of facilities	5	
6	Investment expenses	6	
7	Prior period adjustments	7	
8	Other (Describe in Part XIV)	8	
9	Total adjustments (net) Add lines 4 through 8	9	
10	Excess or (deficit) for the year per audited financial statements Combine lines 3 and 9	10	

**Part XII Reconciliation of Revenue per Audited Financial Statements With Revenue per Return**

1	Total revenue, gains, and other support per audited financial statements	1	
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12		
a	Net unrealized gains on investments	2a	
b	Donated services and use of facilities	2b	
c	Recoveries of prior year grants	2c	
d	Other (Describe in Part XIV)	2d	
e	Add lines 2a through 2d	2e	
3	Subtract line 2e from line 1	3	
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1		
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a	
b	Other (Describe in Part XIV)	4b	
c	Add lines 4a and 4b	4c	
5	Total revenue Add lines 3 and 4c. (This must equal Form 990, Part I, line 12)	5	

**Part XIII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return**

1	Total expenses and losses per audited financial statements	1	
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:		
a	Donated services and use of facilities	2a	
b	Prior year adjustments	2b	
c	Other losses	2c	
d	Other (Describe in Part XIV)	2d	
e	Add lines 2a through 2d	2e	
3	Subtract line 2e from line 1	3	
4	Amounts included on Form 990, Part IX, line 25, but not on line 1		
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a	
b	Other (Describe in Part XIV)	4b	
c	Add lines 4a and 4b	4c	
5	Total expenses Add lines 3 and 4c. (This must equal Form 990, Part I, line 18)	5	

**Part XIV Supplemental Information**

Complete this part to provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, line 8; Part XII, lines 2d and 4b; and Part XIII, lines 2d and 4b. Also complete this part to provide any additional information.

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Department of the Treasury  
Internal Revenue Service

► Complete if the organization answered "Yes" on Form 990, Part IV, line 25a, 25b, 26, 27, 28a, 28b, or 28c, or Form 990-EZ, Part V, line 38a or 40b.

► Attach to Form 990 or Form 990-EZ. ► See separate instructions.

OMB No. 1545-0047

# 2010

### Open To Public Inspection

Name of the organization

THE GABRIEL FOUNDATION

Employer identification number  
84-1396085

<b>Part I</b>	<b>Excess Benefit Transactions</b> (section 501(c)(3) and section 501(c)(4) organizations only)
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Complete if the organization answered "Yes" on Form 990, Part IV, line 25a or 25b, or Form 990-EZ, Part V, line 40b.

[illegible]

**2** Enter the amount of tax imposed on the organization managers or disqualified persons during the year under section 4958

**3** Enter the amount of tax, if any, on line 2, above, reimbursed by the organization

<b>Part II</b>	<b>Loans to and/or From Interested Persons.</b>
----------------	---

Complete if the organization answered "Yes" on Form 990, Part IV, line 26, or Form 990-EZ, Part V, line 38a

(a) Name of interested person and purpose	(b) Loan to or from the organization?		(c) Original principal amount	(d) Balance due	(e) In default?		(f) Approved by board or committee?		(g) Written agreement?	
	To	From			Yes	No	Yes	No	Yes	No
JULIE WEISS MURAD	X		3,000.	3,000.		X	X		X	
Total				3,000.						

**Total** ▶ \$ 3,000.

<b>Part III</b>	<b>Grants or Assistance Benefiting Interested Persons.</b>
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Complete if the organization answered "Yes" on Form 990, Part IV, line 27.

[illegible]

## Part IV

**Complete if the organization answered "Yes" on Form 990, Part IV, line 28a, 28b, or 28c.**

[illegible]

## Part V

Complete this part to provide additional information for responses to questions on Schedule L (see instructions)

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

**SCHEDULE M**  
**(Form 990)**

Department of the Treasury  
Internal Revenue Service

**Noncash Contributions**

▶ **Complete if the organizations answered "Yes" on Form 990, Part IV, lines 29 or 30.**  
▶ **Attach to Form 990.**

OMB No 1545-0047

**2010**

**Open to Public Inspection**

Name of the organization

**THE GABRIEL FOUNDATION**

Employer identification number

**84-1396085**

**Part I** **Types of Property**

	(a) Check if applicable	(b) Number of contributions or items contributed	(c) Noncash contribution amounts reported on Form 990, Part VIII, line 1g	(d) Method of determining noncash contribution amounts
1 Art - Works of art				
2 Art - Historical treasures				
3 Art - Fractional interests				
4 Books and publications				
5 Clothing and household goods				
6 Cars and other vehicles				
7 Boats and planes				
8 Intellectual property				
9 Securities - Publicly traded				
10 Securities - Closely held stock				
11 Securities - Partnership, LLC, or trust interests				
12 Securities - Miscellaneous				
13 Qualified conservation contribution - Historic structures				
14 Qualified conservation contribution - Other				
15 Real estate - Residential				
16 Real estate - Commercial				
17 Real estate - Other				
18 Collectibles				
19 Food inventory				
20 Drugs and medical supplies				
21 Taxidermy				
22 Historical artifacts				
23 Scientific specimens				
24 Archeological artifacts				
25 Other ▶ ( <b>FOOD &amp; TOYS</b> )	<b>X</b>	<b>2</b>	<b>182,662.</b>	<b>ESTIMATED VALUE</b>
26 Other ▶ ( )				
27 Other ▶ ( )				
28 Other ▶ ( )				

**29** Number of Forms 8283 received by the organization during the tax year for contributions for which the organization completed Form 8283, Part IV, Donee Acknowledgement

**29**

**30a** During the year, did the organization receive by contribution any property reported in Part I, lines 1-28 that it must hold for at least three years from the date of the initial contribution, and which is not required to be used for exempt purposes for the entire holding period?

**b** If "Yes," describe the arrangement in Part II

**31** Does the organization have a gift acceptance policy that requires the review of any non-standard contributions?

**32a** Does the organization hire or use third parties or related organizations to solicit, process, or sell noncash contributions?

**b** If "Yes," describe in Part II

**33** If the organization did not report an amount in column (c) for a type of property for which column (a) is checked, describe in Part II

	Yes	No
<b>30a</b>		<b>X</b>
<b>31</b>		<b>X</b>
<b>32a</b>		<b>X</b>
<b>33</b>		

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule M (Form 990) (2010)

**SCHEDULE O**  
**(Form 990 or 990-EZ)**

Department of the Treasury  
Internal Revenue Service

**Supplemental Information to Form 990 or 990-EZ**

Complete to provide information for responses to specific questions on  
Form 990 or 990-EZ or to provide any additional information.  
▶ Attach to Form 990 or 990-EZ.

OMB No 1545-0047

**2010**

Open to Public  
Inspection

Name of the organization

THE GABRIEL FOUNDATION

Employer identification number  
84-1396085

FORM 990, PART III, LINE 1, DESCRIPTION OF ORGANIZATION MISSION:

TO SERVE AS A RESEARCH AND EDUCATIONAL MODEL TO THE PUBLIC AT LARGE,  
THE VETERINARY MEDICAL COMMUNITY, THE PET INDUSTRY, HUMANE ANIMAL  
WELFARE ORGANIZATIONS AND THE AVICULTURAL COMMUNITY. THE FOUNDATION  
EDUCATES THE PUBLIC ABOUT THE IMPORTANCE OF PROVIDING APPROPRIATELY FOR  
THE WELFARE OF PARROTS IN CAPTIVITY AND THE NEED TO PRESERVE THE  
WORLD'S PARROTS IN THEIR WILD HABITATS.

FORM 990, PART III, LINE 4D, OTHER PROGRAM SERVICES:

FOSTER CARE: PROVIDE CARE FOR INJURED BIRDS OR FOR BIRDS WHOSE OWNERS  
ARE TEMPORARILY UNABLE TO CARE FOR THEM.

EXPENSES \$ 31,614. INCLUDING GRANTS OF \$ 0. REVENUE \$ 0.

SANCTUARY: TO PROVIDE A PERMANENT SAFE HABITAT FOR BIRDS THAT ARE  
UNABLE TO BE ADOPTED

EXPENSES \$ 57,077. INCLUDING GRANTS OF \$ 0. REVENUE \$ 0.

ADOPTIONS: TO PROVIDE ADOPTION SERVICES FOR RESCUED BIRDS

EXPENSES \$ 38,369. INCLUDING GRANTS OF \$ 0. REVENUE \$ 0.

OUTREACH EVENTS: RAISE PUBLIC AWARENESS EDUCATION: TO PRODUCE  
EDUCATIONAL INFORMATION REGARDING BIRD OWNERSHIP THAT IS DISTRIBUTED TO  
THE GENERAL PUBLIC

EXPENSES \$ 58,322. INCLUDING GRANTS OF \$ 0. REVENUE \$ 5,236.

REHABILITATION: TO REHABILITATE UNHEALTHY OR NEGLECTED BIRDS

Name of the organization

THE GABRIEL FOUNDATION

Employer identification number

84-1396085

EXPENSES \$ 315,622. INCLUDING GRANTS OF \$ 0. REVENUE \$ 0.

RESCUE: RESCUE SERVICES ARE PROVIDED FOR BIRDS IN UNSAFE ENVIRONMENTS

EXPENSES \$ 90,473. INCLUDING GRANTS OF \$ 0. REVENUE \$ 0.

VET CLINIC: TO PROVIDE VETERINARY SERVICES TO BIRDS HELD BY GABRIEL FOUNDATION AND TO GENERATE REVENUE FOR GABRIEL FOUNDATION BY PROVIDING VETERINARY SERVICES TO OUTSIDE BIRD OWNERS AND THEIR BIRDS.

EXPENSES \$ 90,273. INCLUDING GRANTS OF \$ 0. REVENUE \$ 0.

CONSERVATION: TO PROMOTE AWARENESS OF THE STATUS, BIOLOGY AND NEEDS OF PARROTS IN THEIR NATIVE HABITATS WITH EMPHASIS ON THE INFORMATION GATHERED ON WILD SPECIES TO BENEFIT PARROTS IN CAPTIVITY.

EXPENSES \$ 50,458. INCLUDING GRANTS OF \$ 0. REVENUE \$ 0.

BIRDBRAIN STORE: TO PROVIDE PET OWNERS WITH NUTRITIOUS FOOD CHOICES, TOYS TO STIMULATE AND EXERCISE BIRDS, LITERATURE TO BETTER UNDERSTAND PETS AND OTHER RESOURCES AND ITEMS TO PROVIDE A SAFE SANCTUARY FOR BIRD OWNERS.

EXPENSES \$ 101,927. INCLUDING GRANTS OF \$ 0. REVENUE \$ 30,791.

FORM 990, PART VI, SECTION A, LINE 2: SHAUNA AND ALLEN ROBERTS ARE A MARRIED COUPLE. JIHAN MURAD IS THE DAUGHTER OF JULIE MURAD.

FORM 990, PART VI, SECTION A, LINE 5: DURING 2010, THE ORGANIZATION FOUND THAT A FORMER EMPLOYEE DIVERTED FUNDS FOR HIS PERSONAL USE. AT THE TIME OF FILING FORM 990, THE AMOUNT IS YET UNKNOWN, HOWEVER IS ESTIMATED TO BE ANYWHERE BETWEEN \$20,000 AND \$100,000.



Name of the organization

THE GABRIEL FOUNDATION

Employer identification number  
84-1396085

FORM 990, PART VI, SECTION B, LINE 11: FORM 990 IS REVIEWED BY THE BOARD PRIOR TO FILING THROUGH E-MAIL DISSEMINATION. BOARD MEMBERS ARE GIVEN REASONABLE TIME TO RESPOND.

FORM 990, PART VI, SECTION B, LINE 12C: ANNUALLY, BOARD MEMBERS ARE ASKED TO REVIEW THE CONFLICT OF INTEREST POLICY AND NOTIFY THE ORGANIZATION OF ANY POTENTIAL CONFLICTS.

FORM 990, PART VI, SECTION B, LINE 15: THE EXECUTIVE DIRECTOR IS THE FOUNDER, AND RECEIVES NO PAY. KEY EMPLOYEES ARE REVIEWED ANNUALLY BY THE EXECUTIVE DIRECTOR, AND PAY CHANGES ARE AUTHORIZED BY THE EXECUTIVE DIRECTOR.

FORM 990, PART VI, SECTION C, LINE 19: THE ORGANIZATION IS IN THE PROCESS OF PREPARING POLICIES. ONCE THEY HAVE BEEN APPROVED, THEY WILL BE MADE AVAILABLE TO THE PUBLIC WHEN REQUESTED. FINANCIAL STATEMENTS ARE AVAILABLE TO THE PUBLIC UPON REQUEST.

FORM 990, PART XI, LINE 5, CHANGES IN NET ASSETS:

DONATED BIRDS, NET OF ADOPTIONS

156,055.

Form **4562**Department of the Treasury  
Internal Revenue Service (99)  
Name(s) shown on return**Depreciation and Amortization** 990  
(Including Information on Listed Property)

▶ See separate instructions.

▶ Attach to your tax return.

OMB No 1545-0172

**2010**Attachment  
Sequence No 67

THE GABRIEL FOUNDATION

FORM 990 PAGE 10

84-1396085

**Part I Election To Expense Certain Property Under Section 179** Note: If you have any listed property, complete Part V before you complete Part I

1	Maximum amount (see instructions)	1	500,000.
2	Total cost of section 179 property placed in service (see instructions)	2	
3	Threshold cost of section 179 property before reduction in limitation	3	2,000,000.
4	Reduction in limitation Subtract line 3 from line 2. If zero or less, enter -0-	4	
5	Dollar limitation for tax year Subtract line 4 from line 1. If zero or less, enter -0- If married filing separately, see instructions	5	
6	(a) Description of property	(b) Cost (business use only)	(c) Elected cost
7	Listed property Enter the amount from line 29	7	
8	Total elected cost of section 179 property Add amounts in column (c), lines 6 and 7	8	
9	Tentative deduction Enter the smaller of line 5 or line 8	9	
10	Carryover of disallowed deduction from line 13 of your 2009 Form 4562	10	
11	Business income limitation Enter the smaller of business income (not less than zero) or line 5	11	
12	Section 179 expense deduction Add lines 9 and 10, but do not enter more than line 11	12	
13	Carryover of disallowed deduction to 2011 Add lines 9 and 10, less line 12	13	

Note: Do not use Part II or Part III below for listed property. Instead, use Part V.

**Part II Special Depreciation Allowance and Other Depreciation (Do not include listed property.)**

14	Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year	14	
15	Property subject to section 168(f)(1) election	15	
16	Other depreciation (including ACRS)	16	31,234.

**Part III MACRS Depreciation (Do not include listed property.) (See instructions.)****Section A**

17	MACRS deductions for assets placed in service in tax years beginning before 2010	17	
18	If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here		

**Section B - Assets Placed in Service During 2010 Tax Year Using the General Depreciation System**

(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only - see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a 3-year property						
b 5-year property						
c 7-year property						
d 10-year property						
e 15-year property						
f 20-year property						
g 25-year property			25 yrs.		S/L	
h Residential rental property	/		27 5 yrs.	MM	S/L	
	/		27 5 yrs	MM	S/L	
i Nonresidential real property	/		39 yrs	MM	S/L	
	/			MM	S/L	

**Section C - Assets Placed in Service During 2010 Tax Year Using the Alternative Depreciation System**

20a Class life					S/L	
b 12-year			12 yrs.		S/L	
c 40-year	/		40 yrs.	MM	S/L	

**Part IV Summary (See instructions)**

21	Listed property Enter amount from line 28	21	
22	Total. Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations - see instr	22	31,234.
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23	

**Part V Listed Property** (Include automobiles, certain other vehicles, certain computers, and property used for entertainment, recreation, or amusement)**Note:** For any vehicle for which you are using the standard mileage rate or deducting lease expense, complete only 24a, 24b, columns (a) through (c) of Section A, all of Section B, and Section C if applicable**Section A - Depreciation and Other Information** (Caution: See the instructions for limits for passenger automobiles)

<b>24a</b> Do you have evidence to support the business/investment use claimed? <input type="checkbox"/> Yes <input type="checkbox"/> No				<b>24b</b> If "Yes," is the evidence written? <input type="checkbox"/> Yes <input type="checkbox"/> No				
(a) Type of property (list vehicles first)	(b) Date placed in service	(c) Business/investment use percentage	(d) Cost or other basis	(e) Basis for depreciation (business/investment use only)	(f) Recovery period	(g) Method/Convention	(h) Depreciation deduction	(i) Elected section 179 cost
<b>25</b> Special depreciation allowance for qualified listed property placed in service during the tax year and used more than 50% in a qualified business use							<b>25</b>	
<b>26</b> Property used more than 50% in a qualified business use.								
		%						
		%						
		%						
<b>27</b> Property used 50% or less in a qualified business use								
		%				S/L -		
		%				S/L -		
		%				S/L -		
<b>28</b> Add amounts in column (h), lines 25 through 27. Enter here and on line 21, page 1							<b>28</b>	
<b>29</b> Add amounts in column (i), line 26. Enter here and on line 7, page 1							<b>29</b>	

**Section B - Information on Use of Vehicles**

Complete this section for vehicles used by a sole proprietor, partner, or other "more than 5% owner," or related person

If you provided vehicles to your employees, first answer the questions in Section C to see if you meet an exception to completing this section for those vehicles.

	(a) Vehicle		(b) Vehicle		(c) Vehicle		(d) Vehicle		(e) Vehicle		(f) Vehicle	
<b>30</b> Total business/investment miles driven during the year (do not include commuting miles)												
<b>31</b> Total commuting miles driven during the year												
<b>32</b> Total other personal (noncommuting) miles driven												
<b>33</b> Total miles driven during the year Add lines 30 through 32												
<b>34</b> Was the vehicle available for personal use during off-duty hours?	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
<b>35</b> Was the vehicle used primarily by a more than 5% owner or related person?												
<b>36</b> Is another vehicle available for personal use?												

**Section C - Questions for Employers Who Provide Vehicles for Use by Their Employees**

Answer these questions to determine if you meet an exception to completing Section B for vehicles used by employees who are not more than 5% owners or related persons

<b>37</b> Do you maintain a written policy statement that prohibits all personal use of vehicles, including commuting, by your employees?	Yes	No
<b>38</b> Do you maintain a written policy statement that prohibits personal use of vehicles, except commuting, by your employees? See the instructions for vehicles used by corporate officers, directors, or 1% or more owners		
<b>39</b> Do you treat all use of vehicles by employees as personal use?		
<b>40</b> Do you provide more than five vehicles to your employees, obtain information from your employees about the use of the vehicles, and retain the information received?		
<b>41</b> Do you meet the requirements concerning qualified automobile demonstration use?		

**Note:** If your answer to 37, 38, 39, 40, or 41 is "Yes," do not complete Section B for the covered vehicles**Part VI Amortization**

(a) Description of costs	(b) Date amortization begins	(c) Amortizable amount	(d) Code section	(e) Amortization period or percentage	(f) Amortization for this year
<b>42</b> Amortization of costs that begins during your 2010 tax year					
<b>43</b> Amortization of costs that began before your 2010 tax year					<b>43</b>
<b>44</b> Total. Add amounts in column (f). See the instructions for where to report					<b>44</b>

- If you are filing for an **Additional (Not Automatic) 3-Month Extension**, complete only **Part II** and check this box ☒ **X**

**Note.** Only complete Part II if you have already been granted an automatic 3-month extension on a previously filed Form 8868

- If you are filing for an **Automatic 3-Month Extension**, complete only **Part I** (on page 1)

<b>Part II</b>		<b>Additional (Not Automatic) 3-Month Extension of Time.</b> Only file the original (no copies needed)	
<b>Type or print</b>  File by the extended due date for filing your return. See instructions.	Name of exempt organization		Employer identification number
	THE GABRIEL FOUNDATION		84-1396085
	Number, street, and room or suite no. If a P.O. box, see instructions.		
	1025 ACOMA		
	City, town or post office, state, and ZIP code. For a foreign address, see instructions		
	DENVER, CO 80204		

Enter the Return code for the return that this application is for (file a separate application for each return)

01

Application Is For	Return Code	Application Is For	Return Code
Form 990	01		
Form 990-BL	02	Form 1041-A	08
Form 990-EZ	03	Form 4720	09
Form 990-PF	04	Form 5227	10
Form 990-T (sec. 401(a) or 408(a) trust)	05	Form 6069	11
Form 990-T (trust other than above)	06	Form 8870	12

**STOP! Do not complete Part II if you were not already granted an automatic 3-month extension on a previously filed Form 8868.**

THE GABRIEL FOUNDATION

- The books are in the care of ☒ 1025 ACOMA ST - DENVER, CO 80204

Telephone No ☒ 303-629-5900

FAX No. ☐

- If the organization does not have an office or place of business in the United States, check this box ☐

- If this is for a Group Return, enter the organization's four digit Group Exemption Number (GEN) ☐. If this is for the whole group, check this box ☐. If it is for part of the group, check this box ☐ and attach a list with the names and EINs of all members the extension is for

4 I request an additional 3-month extension of time until NOVEMBER 15, 2011.

5 For calendar year 2010, or other tax year beginning                     , and ending                     

6 If the tax year entered in line 5 is for less than 12 months, check reason: ☐ Initial return ☐ Final return

☐ Change in accounting period

7 State in detail why you need the extension

**ADDITIONAL TIME IS NEEDED TO GATHER COMPLETE AND ACCURATE INFORMATION**

<b>8a</b> If this application is for Form 990-BL, 990-PF, 990-T, 4720, or 6069, enter the tentative tax, less any nonrefundable credits. See instructions.	<b>8a</b>	\$	0.
<b>b</b> If this application is for Form 990-PF, 990-T, 4720, or 6069, enter any refundable credits and estimated tax payments made. Include any prior year overpayment allowed as a credit and any amount paid previously with Form 8868.	<b>8b</b>	\$	0.
<b>c Balance due.</b> Subtract line 8b from line 8a. Include your payment with this form, if required, by using EFTPS (Electronic Federal Tax Payment System). See instructions.	<b>8c</b>	\$	0.

### Signature and Verification

Under penalties of perjury, I declare that I have examined this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete, and that I am authorized to prepare this form.

Signature ☐

Title ☒ CPA

Date ☐



A division of BOKF, NA  
P.O. Box 5945  
Denver, CO 80217-5945  
Member FDIC

PRIMARY ACCOUNT  
8093895144



Statement Period:  
11-01-11 to 11-30-11

Direct Inquiries To:  
24-Hour ExpressBank  
303-861-4518

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GABRIEL FOUNDATION  
1025 ACOMA ST  
DENVER CO 80204

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FREE SMALL BUSINESS CHCKG

ACCOUNT: 8093895144

Statement Period from 11-01-11 through 11-30-11

\$ Starting Balance	10,417.21
+ Deposits	67,929.96
- Checks & Withdrawals	70,651.22
- Service Fees	.00
= Ending Balance	7,695.95

DEPOSITS

Date	Amount
11-01 DEPOSIT BRANCH	1,974.70
11-01 GLOBAL PAY GLOBAL DEP 8788430083369	669.15
11-01 GLOBAL PAY GLOBAL DEP 8788430054223	420.93
11-01 GLOBAL PAY GLOBAL DEP 8788430054223	225.00
11-01 GLOBAL PAY GLOBAL DEP 8788430054223	32.00
11-02 DEPOSIT BRANCH	843.21
11-02 GLOBAL PAY GLOBAL DEP 8788430054223	634.50
11-02 DEPOSIT BRANCH	30.00
11-02 GLOBAL PAY GLOBAL DEP 8788430083369	10.76
11-03 GLOBAL PAY GLOBAL DEP 8788430083369	178.21
11-03 GLOBAL PAY GLOBAL DEP 8788430054223	18.98
11-07 DEPOSIT BRANCH	356.04
11-07 GLOBAL PAY GLOBAL DEP 8788430083369	321.08
11-07 AMERICAN EXPRESS SETTLEMENT 1051443729	96.71
11-07 GLOBAL PAY GLOBAL DEP 8788430083370	48.33
11-08 XFER FROM CHKG 4092256	.01
11-08 DEPOSIT BRANCH	1,200.00
11-08 GLOBAL PAY GLOBAL DEP 8788430054223	528.00
11-08 GLOBAL PAY GLOBAL DEP 8788430083369	492.89
11-08 GLOBAL PAY GLOBAL DEP 8788430083370	40.62



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+ FREE SMALL BUSINESS CHCKG (cont.)

DEPOSITS

Date		Amount
11-09	XFER FROM CHKG 8093895166	30,000.00
11-09	PAYPAL TRANSFER 5Q8J25BWUGMD8	990.14
11-09	GLOBAL PAY GLOBAL DEP 8788430054223	240.00
11-09	GLOBAL PAY GLOBAL DEP 8788430083369	114.66
11-10	GLOBAL PAY GLOBAL DEP 8788430083369	171.74
11-14	DEPOSIT BRANCH	355.00
11-14	DEPOSIT BRANCH	126.80
11-15	GLOBAL PAY GLOBAL DEP 8788430083369	125.83
11-15	GLOBAL PAY GLOBAL DEP 8788430083369	89.88
11-15	GLOBAL PAY GLOBAL DEP 8788430083369	49.65
11-16	GLOBAL PAY GLOBAL DEP 8788430083369	617.50
11-16	DEPOSIT BRANCH	111.00
11-17	GLOBAL PAY GLOBAL DEP 8788430054223	4,278.00
11-17	GLOBAL PAY GLOBAL DEP 8788430083369	31.40
11-18	DEPOSIT BRANCH	10,010.00
11-18	DEPOSIT BRANCH	320.00
11-18	GLOBAL PAY GLOBAL DEP 8788430083369	215.44
11-18	GLOBAL PAY GLOBAL DEP 8788430054223	30.00
11-21	DEPOSIT BRANCH	1,124.08
11-21	AMERICAN EXPRESS SETTLEMENT 1051443729	420.52
11-21	GLOBAL PAY GLOBAL DEP 8788430083369	138.74
11-22	GLOBAL PAY GLOBAL DEP 8788430054223	403.00
11-22	GLOBAL PAY GLOBAL DEP 8788430083369	200.82
11-22	GLOBAL PAY GLOBAL DEP 8788430054223	75.00
11-22	GLOBAL PAY GLOBAL DEP 8788430083369	26.87
11-22	MISSIONFISH PAYABLES 0036321	7.20
11-23	DEPOSIT BRANCH	325.00
11-23	GLOBAL PAY GLOBAL DEP 8788430054223	259.48
11-23	GLOBAL PAY GLOBAL DEP 8788430083369	151.98
11-25	PAYPAL TRANSFER 5Q8J25DA7AJA2	829.28
11-25	GLOBAL PAY GLOBAL DEP 8788430083369	235.71
11-28	DEPOSIT BRANCH	200.00
11-28	DEPOSIT BRANCH	185.00
11-28	GLOBAL PAY GLOBAL DEP 8788430083369	121.91



A division of BOKF, NA  
P.O. Box 5945  
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PRIMARY ACCOUNT  
8093895144



Statement Period:  
11-01-11 to 11-30-11

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GABRIEL FOUNDATION  
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FREE SMALL BUSINESS CHCKG (cont.)

DEPOSITS

Date		Amount
11-29	XFER FROM CHKG 8093895166	3,000.00
11-29	GLOBAL PAY GLOBAL DEP 8788430083369	303.24
11-29	DEPOSIT BRANCH	150.80
11-29	GLOBAL PAY GLOBAL DEP 8788430083369	18.49
11-30	XFER FROM CHKG 8093895155	3,700.00
11-30	GLOBAL PAY GLOBAL DEP 8788430083369	54.68

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WITHDRAWALS

Date		Amount
11-02	GLOBAL PAY GLOBAL STL 8788430083369	241.86
11-02	GLOBAL PAY GLOBAL STL 8788430054223	208.21
11-02	GLOBAL PAY GLOBAL STL 8788430083370	153.56
11-03	IRS USATAXPYMT 270170755126680	3,513.50
11-07	CTC*CONSTANTCONTAC CHK CARD PUR 866-2892101 MA 082965	100.00
11-07	PLUG AND PAY TEC DIRECT PAY 11110419091Q46N	20.00
11-07	SEC OF STATE TRANS CHK CARD PUR DENVER CO 090129	10.00
11-08	INTERMOUNTAIN RU ELEC BILL 0020328301	687.06
11-08	INTERMOUNTAIN RU ELEC BILL 0027392901	312.14
11-08	INTERMOUNTAIN RU ELEC BILL 0027393001	243.10
11-14	THE HARTFORD NWTBCLSCIC 11246524	1,315.15
11-16	IRS USATAXPYMT 270172074012059	3,315.85
11-22	DEPT. OF REVENUE TAXPAYMNT COLTAX002384171	1,007.00
	TXP*EFT*011*111031*T*O\	
11-25	UNITED HEALTHCAR EDI PAYMTS CF0001385017	456.88
	ISA*00* *00* *01*941128924	
11-28	AT&T PAYMENT 287025594242NBI	669.53



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CHECKS

(\* Indicates a break in check number sequence)  
(RTND Indicates a RETURNED CHECK)

Date	Number	Amount	Date	Number	Amount
11-07	1165	146.00	11-18	1304	106.00
11-03	*1207	349.94	11-28	1305	2,965.01
11-17	*1225	200.00	11-18	1306	311.11
11-01	*1267	660.95	11-16	1307	38.00
11-01	1268	351.96	11-21	1308	96.00
11-01	*1270	533.01	11-21	1309	392.80
11-01	1271	749.41	11-17	1310	78.00
11-08	*1274	840.26	11-21	1311	273.13
11-01	1275	744.82	11-21	1312	44.95
11-01	1276	683.82	11-18	1313	30.00
11-01	1277	674.57	11-16	*1315	1,020.03
11-01	*1280	35.38	11-17	1316	190.00
11-08	*1282	864.01	11-28	1317	440.00
11-10	1283	188.00	11-21	1318	182.53
11-01	*1286	943.55	11-17	1319	1,184.75
11-21	1287	148.60	11-28	1320	207.00
11-01	1288	908.06	11-14	1321	799.00
11-01	*1290	384.00	11-15	1322	19.24
11-04	1291	64.75	11-08	1323	500.00
11-04	1292	35.00	11-14	1324	1,037.05
11-01	1293	500.00	11-15	1325	645.20
11-08	1294	53.55	11-15	1326	943.57
11-21	*1296	1,232.14	11-15	1327	374.35
11-23	1297	881.28	11-15	1328	487.35
11-21	1298	187.29	11-15	1329	524.40
11-18	1299	727.36	11-18	1330	665.27
11-18	1300	12.48	11-16	1331	805.83
11-14	1301	17.50	11-25	1332	498.56
11-21	1302	13.28	11-21	1333	148.60
11-21	1303	76.56	11-18	1334	846.73





A division of BOKF, NA  
P.O. Box 5945  
Denver, CO 80217-5945  
Member FDIC

PRIMARY ACCOUNT  
8093895144



Statement Period:  
11-01-11 to 11-30-11

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✓ FREE SMALL BUSINESS CHCKG (cont.)

CHECKS

(\* Indicates a break in check number sequence)  
(RTND Indicates a RETURNED CHECK)

Date	Number	Amount	Date	Number	Amount
11-18	1335	736.97	11-28	1356	1,042.81
11-15	1336	315.30	11-28	1357	660.95
11-15	1337	552.95	11-28	1358	951.45
11-15	1338	908.04	11-28	1359	325.76
11-15	1339	784.35	11-29	1360	455.13
11-14	1340	1,492.80	11-29	1361	571.86
11-15	1341	108.50	11-28	1362	724.75
11-18	1342	1,148.79	11-28	1363	769.04
11-18	1343	714.10	11-29	*1365	275.97
11-22	1344	110.00	11-28	*1367	736.97
11-15	1345	254.25	11-29	1368	794.93
11-17	1346	390.00	11-29	1369	647.87
11-14	1347	573.75	11-28	1370	902.31
11-15	1348	544.39	11-25	1371	728.15
11-18	1349	181.15	11-28	1372	1,510.03
11-18	1350	424.58	11-29	1373	87.28
11-21	1351	65.11	11-28	1374	1,061.96
11-17	1352	1,954.65	11-28	*1378	189.00
11-15	1353	500.00	11-25	*1380	500.00
11-21	1354	500.00	11-28	1381	400.00
11-21	1355	525.00	11-30	1382	3,214.49

516 DAILY ACCOUNT BALANCE

Date	Balance	Date	Balance	Date	Balance
10-31	10,417.21	11-04	3,718.30	11-10	34,354.40
11-01	6,569.46	11-07	4,264.46	11-14	29,600.95
11-02	7,484.30	11-08	3,025.86	11-15	22,904.42
11-03	3,818.05	11-09	34,370.66	11-16	18,453.21



A division of BOKF, NA  
P.O. Box 5945  
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Member FDIC

PRIMARY ACCOUNT  
8093895144



Statement Period:  
11-01-11 to 11-30-11

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GABRIEL FOUNDATION  
1025 ACOMA ST  
DENVER CO 80204

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FREE SMALL BUSINESS CHCKG (cont.)

DAILY ACCOUNT BALANCE

Date	Balance	Date	Balance	Date	Balance
11-17	18,765.21	11-22	20,829.35	11-28	6,516.27
11-18	23,436.11	11-23	20,684.53	11-29	7,155.76
11-21	21,233.46	11-25	19,565.93	11-30	7,695.95

SERVICE FEE BALANCE INFORMATION

AVG LEDGER BALANCE	17,721.16	AVG COLLECTED BAL	16,313.61
MINIMUM LEDGER BAL	3,025.86		

---

EFFECTIVE JANUARY 1, 2012, THE EXTENDED OVERDRAFT FEE WILL BE \$6.50  
PER BUSINESS DAY ONCE YOUR ACCOUNT IS IN A NEGATIVE BALANCE FOR FIVE  
CONSECUTIVE BUSINESS DAYS.  
TO HELP AVOID NEGATIVE BALANCES, USE FREE ONLINE BANKING.  
YOU CAN TRANSFER FUNDS AND SET FREE EMAIL ALERTS TO MONITOR YOUR  
ACCOUNT ACTIVITY, INCLUDING YOUR BALANCE.



A division of BOKF, NA  
P.O. Box 5945  
Denver, CO 80217-5945  
Member FDIC

PRIMARY ACCOUNT  
8093895155



Statement Period:  
11-01-11 to 11-30-11

Direct Inquiries To:  
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GABRIEL FOUNDATION  
HOLDING ACCOUNT  
1025 ACOMA ST  
DENVER CO 80204

Page 1 of 3

## FREE SMALL BUSINESS CHCKG

ACCOUNT: 8093895155

Statement Period from 11-01-11 through 11-30-11

\$ Starting Balance	39,989.25
+ Deposits	.00
- Checks & Withdrawals	3,700.00
- Service Fees	.00
= Ending Balance	36,289.25

### WITHDRAWALS

Date	Amount
11-30 XFER TO CHKG 8093895144	3,700.00

### CHECKS

(\* Indicates a break in check number sequence)  
(RTND Indicates a RETURNED CHECK)

\*\*\* No Checks \*\*\*

### DAILY ACCOUNT BALANCE

Date	Balance	Date	Balance	Date	Balance
10-31	39,989.25	11-30	36,289.25		



A division of BOKF, NA  
P.O. Box 5945  
Denver, CO 80217-5945  
Member FDIC

PRIMARY ACCOUNT  
8093895155



Statement Period:  
11-01-11 to 11-30-11

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GABRIEL FOUNDATION  
HOLDING ACCOUNT  
1025 ACOMA ST  
DENVER CO 80204

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SERVICE FEE BALANCE INFORMATION

AVG LEDGER BALANCE	39,865.91	AVG COLLECTED BAL	39,350.91
MINIMUM LEDGER BAL	36,289.25		

---

*EFFECTIVE JANUARY 1, 2012, THE EXTENDED OVERDRAFT FEE WILL BE \$6.50  
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ACCOUNT ACTIVITY, INCLUDING YOUR BALANCE.*



A division of BOKF, NA  
P.O. Box 5945  
Denver, CO 80217-5945  
Member FDIC

PRIMARY ACCOUNT  
8093895166



Statement Period:  
11-01-11 to 11-30-11

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THE BIRDBRAIN LLC  
1025 ACOMA ST  
DENVER CO 80204

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FREE SMALL BUSINESS CHCKG

ACCOUNT: 8093895166

Statement Period from 11-01-11 through 11-30-11

\$ Starting Balance	22,127.65
+ Deposits	18,334.86
- Checks & Withdrawals	37,074.09
- Service Fees	.00
= Ending Balance	3,388.42

DEPOSITS

Date		Amount
11-01	INCOMING WIRE/MAIL ONLY 000316 JULIE MURAD CAPITAL TR U/A/D 6/17/8 021000021 JPMORGAN CHASE	16,666.00
11-02	DEPOSIT BRANCH	42.16
11-03	DEPOSIT BRANCH	746.90
11-08	XFER FROM CHKG 4092264	10.97
11-08	DEPOSIT BRANCH	87.98
11-14	DEPOSIT BRANCH	73.70
11-14	DEPOSIT BRANCH	27.90
11-21	DEPOSIT BRANCH	103.97
11-23	AMERICAN EXPRESS SETTLEMENT 1050491612	264.69
11-23	DEPOSIT BRANCH	69.21
11-25	AMERICAN EXPRESS SETTLEMENT 1050491612	70.44
11-28	DEPOSIT BRANCH	98.29
11-28	DEPOSIT BRANCH	41.67
11-29	DEPOSIT BRANCH	30.98



A division of BOKF, NA  
P.O. Box 5945  
Denver, CO 80217-5945  
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8093895166



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11-01-11 to 11-30-11

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1025 ACOMA ST  
DENVER CO 80204

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#### WITHDRAWALS

Date		Amount
11-01	WIRE TRSFR IN FEE	10.00
11-02	NITROSELL LLC CHK CARD PUR 619-374-4111 CA 070521	337.50
11-02	NITROSELL LLC CHK CARD PUR 619-374-4111 CA 070523	337.50
11-02	NITROSELL LLC CHK CARD PUR 619-374-4111 CA 070522	337.50
11-04	U. P. S. UPS BILL 113020000E6950E	55.23
11-09	XFER TO CHKG 8093895144	30,000.00
11-14	U. P. S. UPS BILL 113090000E6950E	33.81
11-15	AMERICAN EXPRESS COLLECTION 1050491612	4.95
11-18	U. P. S. UPS BILL 113160000E6950E	20.00
11-25	U. P. S. UPS BILL 113230000E6950E	40.76
11-28	PEARSON INDUSTRIES CHK CARD PUR PRATTVILLE AL 011570	467.00
11-29	XFER TO CHKG 8093895144	3,000.00
11-30	ARS/RESCUE ROOTER CHK CARD PUR AURORA CO 032618	228.00

#### CHECKS

(\* Indicates a break in check number sequence)  
(RTND Indicates a RETURNED CHECK)

Date	Number	Amount	Date	Number	Amount
11-07	1029	252.50	11-08	1033	32.33
11-04	1030	510.00	11-30	1034	689.73
11-08	1031	525.48	11-28	1035	150.00
11-10	1032	25.80	11-28	1036	16.00



A division of BOKF, NA  
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Statement Period:  
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THE BIRDBRAIN LLC  
1025 ACOMA ST  
DENVER CO 80204

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DAILY ACCOUNT BALANCE

Date	Balance	Date	Balance	Date	Balance
10-31	22,127.65	11-08	37,283.62	11-21	7,404.63
11-01	38,783.65	11-09	7,283.62	11-23	7,738.53
11-02	37,813.31	11-10	7,257.82	11-25	7,768.21
11-03	38,560.21	11-14	7,325.61	11-28	7,275.17
11-04	37,994.98	11-15	7,320.66	11-29	4,306.15
11-07	37,742.48	11-18	7,300.66	11-30	3,388.42

SERVICE FEE BALANCE INFORMATION

AVG LEDGER BALANCE	15,341.11	AVG COLLECTED BAL	15,304.66
MINIMUM LEDGER BAL	3,388.42		

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EFFECTIVE JANUARY 1, 2012, THE EXTENDED OVERDRAFT FEE WILL BE \$6.50  
PER BUSINESS DAY ONCE YOUR ACCOUNT IS IN A NEGATIVE BALANCE FOR FIVE  
CONSECUTIVE BUSINESS DAYS.  
TO HELP AVOID NEGATIVE BALANCES, USE FREE ONLINE BANKING.  
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ACCOUNT ACTIVITY, INCLUDING YOUR BALANCE.

PRIMARY ACCOUNT  
8093895155



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02300

GABRIEL FOUNDATION  
HOLDING ACCOUNT  
1025 ACOMA ST  
DENVER CO 80204

Statement Period:  
10-01-11 to 10-31-11

Direct Inquiries To:  
24-Hour ExpressBank  
303-861-4518

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1 Image Provided Page 1 of 4

## FREE SMALL BUSINESS CHCKG

ACCOUNT: 8093895155



Statement Period from 10-01-11 through 10-31-11

\$ Starting Balance	74,994.25
+ Deposits	65,000.00
- Checks & Withdrawals	100,005.00
- Service Fees	.00
= Ending Balance	39,989.25



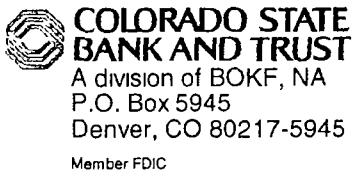
### DEPOSITS

Date	Amount
10-14 INCOMING WIRE/MAIL ONLY 000357 JULIE MURAD CAPITAL TR U/A/D 6/17/8 021000021 JPMORGAN CHASE	50,000.00
10-31 BRANCH DEPOSIT	15,000.00

### WITHDRAWALS

Date	Amount
10-05 XFER TO CHKG 8093895144	70,000.00
10-14 WIRE TRSFR IN FEE	5.00
10-17 XFER TO CHKG 8093895144	30,000.00





PRIMARY ACCOUNT  
8093895155



Statement Period:  
10-01-11 to 10-31-11

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1 Image Provided Page 3 of 4

✓  
CHECKS

(\* Indicates a break in check number sequence)  
(RTND Indicates a RETURNED CHECK)

\*\*\* No Checks \*\*\*

⚖  
DAILY ACCOUNT BALANCE

<u>Date</u>	<u>Balance</u>	<u>Date</u>	<u>Balance</u>	<u>Date</u>	<u>Balance</u>
09-30	74,994.25	10-14	54,989.25	10-31	39,989.25
10-05	4,994.25	10-17	24,989.25		

SERVICE FEE BALANCE INFORMATION

AVG LEDGER BALANCE	29,023.60	AVG COLLECTED BAL	28,539.73
MINIMUM LEDGER BAL	4,994.25		

**COLORADO STATE  
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8093895166Statement Period:  
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02301

THE BIRDBRAIN LLC  
1025 ACOMA ST  
DENVER CO 80204**FREE SMALL BUSINESS CHCKG**

ACCOUNT: 8093895166



Statement Period from 10-01-11 through 10-31-11

\$ Starting Balance	27,099.42
+ Deposits	19,749.69
- Checks & Withdrawals	24,721.46
- Service Fees	.00
= Ending Balance	22,127.65

**DEPOSITS**

Date		Amount
10-03	INCOMING WIRE/MAIL ONLY 000154 JULIE MURAD CAPITAL TR U/A/D 6/17/8 021000021 JPMORGAN CHASE	16,666.00 -
10-03	DEPOSIT	50.69 -
10-04	DEPOSIT	254.95 -
10-05	DEPOSIT	49.90 -
10-07	AMERICAN EXPRESS SETTLEMENT 1050491612	1,935.00 -
10-12	DEPOSIT	246.98 -
10-12	DEPOSIT	24.82 -
10-19	DEPOSIT	95.59 -
10-19	DEPOSIT	26.15 -
10-24	DEPOSIT	92.28 -
10-24	DEPOSIT	19.87 -
10-26	DEPOSIT	33.93 -
10-28	AMERICAN EXPRESS SETTLEMENT 1050491612	125.52
10-31	BRANCH DEPOSIT	128.01 -



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PRIMARY ACCOUNT  
8093895166



Statement Period:  
10-01-11 to 10-31-11

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THE BIRDBRAIN LLC  
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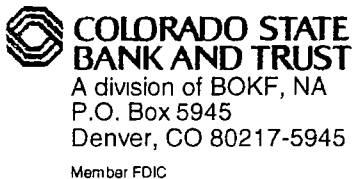
**WITHDRAWALS**

Date		Amount
10-03	WIRE TRSFR IN FEE	5.00✓
10-03	TRADE FIXTURES CHK CARD PUR LITTLE ROCK AR 001003	675.55✓
10-03	AMERICAN EXPRESS COLLECTION 1053127650	4.95✓
10-04	CBeyond COMMUNICAT CHK CARD PUR 678-4242400 GA 088081	1,281.38✓
10-05	XFER TO CHKG 8093895144	16,000.00✓
10-07	U. P. S. UPS BILL 112740000E6950E	51.16✓
10-14	UNITED HEALTHCAR EDI PAYMTS PH0392053	913.76✓
	ISA*00* *00* *01*941128924	
10-14	U. P. S. UPS BILL 112810000E6950E	35.28✓
10-17	AMERICAN EXPRESS COLLECTION 1050491612	4.95✓
10-21	U. P. S. UPS BILL 112880000E6950E	22.88✓
10-28	U. P. S. UPS BILL 112950000E6950E	93.85✓

**CHECKS**

(\* Indicates a break in check number sequence)  
(RTND Indicates a RETURNED CHECK)

Date	Number	Amount	Date	Number	Amount
10-05	1018	1,390.00	10-20	1024	1,387.73
10-06	*1020	824.10	10-19	1025	389.00
10-07	1021	749.89	10-25	1026	192.00
10-07	1022	181.50	10-28	*1028	506.00
10-12	1023	12.48			



PRIMARY ACCOUNT  
8093895166

Statement Period:  
10-01-11 to 10-31-11

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THE BIRDBRAIN LLC  
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#### DAILY ACCOUNT BALANCE

<u>Date</u>	<u>Balance</u>	<u>Date</u>	<u>Balance</u>	<u>Date</u>	<u>Balance</u>
09-30	27,099.42	10-12	25,151.75	10-24	22,632.04
10-03	43,130.61	10-14	24,202.71	10-25	22,440.04
10-04	42,104.18	10-17	24,197.76	10-26	22,473.97
10-05	24,764.08	10-19	23,930.50	10-28	21,999.64
10-06	23,939.98	10-20	22,542.77	10-31	22,127.65
10-07	24,892.43	10-21	22,519.89		

#### SERVICE FEE BALANCE INFORMATION

AVG LEDGER BALANCE	25,035.04	AVG COLLECTED BAL	25,014.86
MINIMUM LEDGER BAL	21,999.64		

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PRIMARY ACCOUNT  
8093895166Statement Period:  
09-01-11 to 09-30-11

02318

THE BIRDBRAIN LLC  
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DENVER CO 80204Direct Inquiries To:  
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**FREE SMALL BUSINESS CHCKG**

ACCOUNT: 8093895166



Statement Period from 09-01-11 through 09-30-11

\$ Starting Balance	17,358.87
+ Deposits	18,466.39
- Checks & Withdrawals	8,725.84
- Service Fees	.00
= Ending Balance	27,099.42

**DEPOSITS**

Date		Amount
09-02	XFER FROM CHKG 4092264	16,666.00
09-08	DEPOSIT	745.41
09-12	AMERICAN EXPRESS SETTLEMENT 1053127650	37.31
09-19	DEPOSIT	421.01
09-19	DEPOSIT	139.34
09-19	DEPOSIT	117.26
09-19	AMERICAN EXPRESS SETTLEMENT 1050491612	10.19
09-26	AMERICAN EXPRESS SETTLEMENT 1050491612	34.57
09-28	DEPOSIT	209.53
09-28	DEPOSIT	85.77

**WITHDRAWALS**

Date		Amount
09-01	REPUBLIC SERVICES CHK CARD PUR 866-576-5548 AZ 013482	492.61
09-01	BAYER ANIMAL HEALT CHK CARD PUR 800-606-3463 PA 071060	82.03



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PRIMARY ACCOUNT  
8093895166



Statement Period:  
09-01-11 to 09-30-11

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FREE SMALL BUSINESS CHCKG (cont.)

WITHDRAWALS

Date		Amount
09-02	UNITED HEALTHCAR EDI PAYMTS PH0382531	913.76
	ISA*00* *00* *01*941128924	
09-02	INTEGRITY AUTO REP CHK CARD PUR KIOWA CO 058156	171.43
09-02	U. P. S. UPS BILL 112390000E6950E	112.76
09-06	CENTRAL PET CHK CARD PUR 562-8265252 TX 077002	841.99
09-06	CDW DIRECT CHK CARD PUR 800-800-4239 IL 048214	100.18
09-09	U. P. S. UPS BILL 112460000E6950E	146.94
09-09	CDW DIRECT CHK CARD PUR 800-800-4239 IL 029104	57.99
09-13	DEPOSITED ITEM RTN	16.15
09-13	DEP ITEM RTN FEE	5.95
09-15	AMERICAN EXPRESS COLLECTION 1050491612	4.95
09-16	U. P. S. UPS BILL 112530000E6950E	43.50
09-22	SPROUTAMO CORPORAT CHK CARD PUR LAKE MILLS WI 034900	168.00
09-22	BAR*BARCODES INC CHK CARD PUR 800-351-9962 IL 011461	66.45
09-23	HARRISON'S BIRD FO CHK CARD PUR 615-221-9890 TN 050016	187.40
09-23	U. P. S. UPS BILL 112600000E6950E	62.22
09-26	KING SOOPERS #0001 CHK CARD PUR DENVER CO 062785	111.87
09-28	POSTALIA TDCPOSTAGE 105000455102	.00
09-29	POSTALIA TDCPOSTAGE 105000455102	71.47
09-30	U. P. S. UPS BILL 112670000E6950E	28.53

CHECKS

(\* Indicates a break in check number sequence)  
(RTND Indicates a RETURNED CHECK)

Date	Number	Amount	Date	Number	Amount
09-01	1009	614.50	09-07	*1013	2,534.60
09-01	1010	1,286.85	09-09	*1015	250.86
09-01	1011	134.85	09-23	1016	218.00



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**PRIMARY ACCOUNT**  
8093895166

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**DAILY ACCOUNT BALANCE**

<u>Date</u>	<u>Balance</u>	<u>Date</u>	<u>Balance</u>	<u>Date</u>	<u>Balance</u>
08-31	17,358.87	09-09	27,028.93	09-22	27,449.04
09-01	14,748.03	09-12	27,066.24	09-23	26,981.42
09-02	30,216.08	09-13	27,044.14	09-26	26,904.12
09-06	29,273.91	09-15	27,039.19	09-28	27,199.42
09-07	26,739.31	09-16	26,995.69	09-29	27,127.95
09-08	27,484.72	09-19	27,683.49	09-30	27,099.42

**SERVICE FEE BALANCE INFORMATION**

AVG LEDGER BALANCE	27,201.88	AVG COLLECTED BAL	27,156.28
MINIMUM LEDGER BAL	14,748.03		



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GABRIEL FOUNDATION  
1025 ACOMA ST  
DENVER CO 80204

PRIMARY ACCOUNT  
8093895155

Statement Period:  
09-01-11 to 09-30-11

Direct Inquiries To:  
24-Hour ExpressBank  
303-861-4518

www.csbt.com

Page 1 of 3

**FREE SMALL BUSINESS CHCKG**

ACCOUNT: 8093895155



Statement Period from 09-01-11 through 09-30-11

\$ Starting Balance	.74-
+ Deposits	200,000.00
- Checks & Withdrawals	125,005.01
- Service Fees	.00
= Ending Balance	74,994.25



**DEPOSITS**

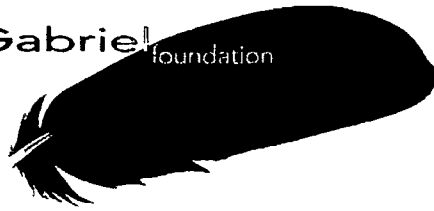
Date	Amount
09-09 INCOMING WIRE/MAIL ONLY	200,000.00
000336	
JULIE MURAD CAPITAL TR U/A/D 6/17/8	
021000021 JPMORGAN CHASE	

**WITHDRAWALS**

Date	Amount
09-09 WIRE TRSFR IN FEE	5.00
09-09 XFER TO CHKG 8093895144	.01
09-12 XFER TO CHKG 8093895144	25,000.00
09-16 XFER TO CHKG 8093895144	100,000.00



the Gabriel foundation



# **The Gabriel Foundation Conduct Manual**

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## **Welcome and Introduction**

Welcome!

It is our pleasure to welcome you as a member of The Gabriel Foundation (TGF). You are an integral part of a dynamic non- profit organization. As an employee of The Gabriel Foundation, you are a community relations representative both on and off the job. We ask that you learn about our organization so that you can speak confidently about TGF in all your associations. Every employee plays a critical role in helping us serve our clients.

This Conduct Manual is designed to introduce employees to The Gabriel Foundation, familiarize you with Organization policies as they pertain to you as an employee, provide general guidelines on work rules, disciplinary procedures and other issues related to your employment, and to help answer many of the questions that may arise in connection with your employment.

We think working with The Gabriel Foundation is a special opportunity. We hope that you will find your employment a matter of both pride and satisfaction and that it will be productive and enjoyable.

Sincerely,

**Julie Weiss Murad**  
*CEO, President and Founder*  
The Gabriel Foundation

---

## Conduct Manual Use and Purpose

This Conduct Manual and any other provisions contained herein is not a contract, express or implied. Although we hope that your employment relationship with us will be long term, your employment is “at-will” and either you or TGF may terminate it for any reason, with or without cause, and with or without notice. Only the President or other authorized representative(s) of The Gabriel Foundation has the authority to enter into a signed written agreement guaranteeing employment for a specific term.

This Conduct Manual does not purport to include every conceivable situation; it is merely meant as a guideline, and unless laws prescribe otherwise, common sense shall prevail. Informational statements are not promises of specific treatment and are to be used as a working guide in the day-to-day administration of The Gabriel Foundation. Federal, state, and/or local laws will take precedence over The Gabriel Foundation policies, where applicable.

Personnel Policies are applied at the discretion of The Gabriel Foundation. The Gabriel Foundation reserves the right to change, withdraw, apply, or amend any of our policies or benefits, including those covered in this Conduct Manual at any time. The Gabriel Foundation may notify you of such changes via e-mail, posting on the Organization’s Website, or via a printed memo, notice, amendment to or reprinting of this Conduct Manual, but may, in its discretion make such changes at any time, with or without notice and without a written revision.

This Conduct Manual, dated 2011 replaces and supersedes all previous versions distributed to The Gabriel Foundation employees:

**By signing below, you acknowledge that you have received a copy of The Gabriel Foundation’s Employee Conduct Manual, and understand that it is your responsibility to read and comply with the policies contained therein and any revisions made to it.** Furthermore, you acknowledge that you are employed “at-will” and that this employee Conduct Manual is neither a contract of employment nor a legal document.

We wish you the best of luck and success in your position and hope that your employment relationship with TGF will be a rewarding experience.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Please print your full name.

*Please sign Addendum A and date one copy of this notice and return it to Human Resources Representative Retain a second copy for your reference.*

## **The Gabriel Foundation .....Julie's Story**

### **My Story, The Short Version**

*By Julie Weiss Murad, CEO, President and Founder  
The Gabriel Foundation*

Parrots have captivated me forever, but especially since I was 8 years old and helping my mom outside in the garden when a little blue budgie flew on to my shoulder from what seemed out of nowhere. My mom brought it inside, set up with what we would now never consider to be an appropriate cage or diet, etc. She gave it birdseed, put in the then-common sandpaper tray liner, the sandpaper perch covers, the mite protector along with a small dish of bird grit. Then one day, as quickly as this budgie came to us, it got out of the cage, and escaped out the door. Poof, gone in an instant.

What I loved at that time was the beauty of that little creature. Then, when I went to Kuwait to live in September 1972, my Kuwaiti in-laws gave me a wedding gift which was an Amazon parrot, what I now know to be a Yellow-naped Amazon. I named it Sadieqi (which means friend in Arabic). I knew then that it was wild caught, was traded in the souk (open air market) and ended up with this American girl who knew nothing about parrots or their care except for the little budgie experience I'd had. How tragic for a bird to be captured in the wild in Central or South America, to be transported with hundreds, if not thousands of others for most of whom that trip meant their death, and then end up for sale in some street market. No internet, no resources, and trial by error was how I learned about parrots in the early days. Sadly for me, I went in to the hospital to give birth to my daughter on June 4, 1974, and someone stole Sadieqi from my front patio. I never learned who did that. The story I tell myself is that hopefully someone couldn't bear to see the way in which that bird was cared for and desperately wanted to improve its life. But, the reality is most likely different. I never saw Sadieqi again.

When I left Kuwait with my daughter and returned to the US in mid-1977, I wanted another bird very badly, to make up for what I didn't know then. It doesn't hold up as a stellar reason these days, but birds still fascinated and intrigued me: their colors, their feathers, their glory, how they communicated with their body language, their eyes, their own vocalizations, and their intelligence. It felt to me, and still does now, that they could see right through me and assess me from their perspective. In 1978, I ended up with two wild caught birds which were still legal in the US prior to 1992. I purchased them in Glenwood Springs at Wal-Mart. Believe me, there were so many birds of diverse species housed together in what would now be considered overcrowded. They were all wild caught. I still can see them – Meyer's, Red-rumped parakeets, Conures and Brotogeris crammed into galvanized wire cages. I'd looked everywhere for information about birds as my interest in learning more about them steered me in all sorts of new directions. In 1980, I'd begun my own catering business in Aspen and I was at a client's home.

There I saw the most exquisite orange and yellow bird. I was enchanted. It was a Sun conure - a youngster that had been hand-raised. As it turned out the couple that then owned the pet store in Aspen had moved there from southern CA where the wife had been involved with birds. Her husband was the mailman at my condo. When I went in to the pet store to learn more about those birds, I ended up purchasing one as a special order. It was \$450. I shudder to think about what I didn't know then. But I am a good learner and listener most of the time when it comes to birds. In 1981 that amount was a fortune for me but I committed to care for that bird for the rest of its life. It joined my flock alongside the two other wild caught birds living in my home. I learned how to hand-feed from that pet store, and was hungry for much more information and skills. What I loved about birds then still holds true. People demanded so much from me and my catering business; my life was filled with talking, words, busy-ness, and delivering the best that I could. Watching and interacting with a bird with its inherent beauty, among all of the qualities I still adore, was a refuge from the people whose needs filled by days. When I was home, I could just "be" with my family which was my daughter, the birds and my dog. When I moved to southern CA in 1988, I was exposed to so much about parrots. An entirely new world opened up before me. California was at the forefront of aviculture in the US, and I was an eager sponge and learner. My story had just begun.

My flock has continued to grow, but not as much as has my interest in and fascination for birds for the past 50-plus years. Nearly everything that I talk about, write about and share in relation to birds originates from many of my early experiences. We just didn't know then what we know now.

My life story moves ahead with time. Birds have always been my best teachers. I often wonder about what might have happened in my life if Gabriel hadn't died.. When I was sad and heartbroken at Gabriel's death in 1995, as I mourned his passing I was talking to a younger friend who knew him well. She told me to just pay attention to the birds around me and that Gabriel would always be with me. She was right. He's been by my side in so many ways. The day that I was called to the stand as an expert witness in the Harris County, Texas bird cruelty case involving over 1200 birds was on October 25, 2010. I was seated at the witness stand in front of the judge, jury and attorneys for most of that day. It was nerve-wracking and grueling, with the weight of the lives of hundreds of birds at stake for me. When questioned and cross-examined I was given the opportunity to let every one in that courtroom know that date was the anniversary of Gabriel's death. His presence was mighty for me on that day as I was able to be strong and focused. The jury determined that the defendants were guilty of animal cruelty, abuse, neglect and torture.

These few words are only a small part of why birds are my life. When I am around them, interacting with them or simply observing them from a distance, I am transported to another world filled with wonder, intrigue and delight.

Julie Weiss Murad  
CEO, President and Founder  
The Gabriel Foundation

The Gabriel Foundation's philosophy is eloquently summed up in this quote from The Little Prince by Antoine de Saint-Exupery: *"Many have forgotten this truth, but you must not forget it. You remain responsible, forever, for what you have tamed."*

## **Mission Statement**

Founded in 1996, The Gabriel Foundation® is a 501(c) (3) nonprofit parrot welfare organization promoting education, conservation, rescue, rehabilitation, adoption, long term foster care and sanctuary for the needs of parrots everywhere.

Licensed by the State of Colorado as a rescue and rehabilitative organization, The Gabriel Foundation is dedicated to the well being of companion parrots. Our purpose is to serve as a research and educational model to the veterinary medical community, the pet industry and the public-at-large for the rescue, rehabilitation and sanctuary of psittacine birds.

The Gabriel Foundation's philosophy is eloquently summed up in this quote from The Little Prince by Antoine de Saint-Exupery: *"Many have forgotten this truth, but you must not forget it. You remain responsible, forever, for what you have tamed."*

### **Office Locations**

The Gabriel Foundation has two different office locations.

#### **Aviary and Adoption Center**

39520 County Road 13  
Elizabeth, CO 80107  
Main phone: 303-629-5900  
Fax: 303-646-1351

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#### **Education Center**

Located inside The Birdbrain  
1025 Acoma Street  
Denver, CO 80204  
Main Phone: 303-629-5900  
Fax: 303-629-5901

### **The Birdbrain**

Affiliated with The Gabriel Foundation® is The Birdbrain™, a retail store wholly owned by The Gabriel Foundation that specializes in the finest products for companion parrots: food, toys, cages, as well as a full range of informative books and videos. All profits from The Birdbrain support the birds and programs at The Gabriel Foundation®, to reach the public with information packets, and to provide educational tours for schools and outreach programs. The Birdbrain is located at the following:

1025 Acoma Street  
Denver, CO 80204  
Toll Free: 888-923-2140  
Tel: 303.446-BIRD  
Fax: 303.629.5801  
[www.thebirdbrain.com](http://www.thebirdbrain.com)

## **Code of Ethics**

### **Introduction**

The Gabriel Foundation (TGF) is a 501(c)(3) nonprofit charitable organization. A parrot welfare organization that provides for the complete physical, psychological and environmental well being of the parrots in its care. Through the education of the public, proper legal documentation, extensive support services, and constant follow-up procedures, a parrot welfare organization insures that whether the parrots remain in a sanctuary, in rehabilitation, or are placed into adoptive or foster homes, that the parrots are continually nurtured. The parrot welfare organization also provides for the general welfare of parrots in the public domain by providing accurate, comprehensive and reliable educational materials and resources to the Foundation.

### **Statement of values**

This code of ethics is based upon a foundation of strongly held values within The Gabriel Foundation. Our commitment to these values guides us in formulating and adhering to the code of ethics that follows.

### **Personal and Professional Integrity**

The Foundation employees, Board of Directors and volunteers act with honesty, integrity, commitment and openness in their dealings as representatives of the organization. Our organization promotes a working environment that values respect, fairness and integrity.

- We develop and encourage the practice of high standards of personal and professional conduct;
- Our employees, independent contractors and volunteers exemplify a professional level of courtesy, respect and objectivity when participating in TGF activities;
- TGF designs and maintains work environments that honor and protect the health and safety of its employees, independent contractors, volunteers, and constituents;
- Confidential information acquired in the course of work by TGF employees, independent contractors and volunteers will not be used for anyone's personal advantage;
- The Foundation resources and contributions received are used exclusively in pursuit of the organization's mission and will not be used for the personal advantage of vendors, Board of Directors, employees or volunteers;

### **Governance**

Our organization has an active governing body, including the President and the Board of Directors, which is responsible for setting our mission and strategic direction. The governing body:



- Ensures that all directors understand and fulfill their governance duties acting for the benefit of the organization and its public purpose;
- Ensures that the organization conducts all transactions and dealings with integrity and honesty;
- Ensures that all directors have the requisite skills and experience to carry out their duties;
- Provides credible and effective oversight to the organization's work;
- Complies with applicable federal, state and local laws, regulations, and fiduciary responsibilities;
- Has a conflict of interest policy to ensure that any conflicts of interest or the appearance thereof, are avoided or appropriately managed through disclosure, recusal or other means;
- Respects the confidentiality of sensitive information about our donors, constituents, volunteers and employees;
- Ensures that the organization promotes working relationships among directors, employees, independent contractors, volunteers, and program beneficiaries that are based on mutual respect, fairness and openness;
- Ensures that the organization is fair and inclusive in its hiring and promotion policies and practices for all employees.
- Ensures that important organization policies are in writing, clearly articulated and officially adopted;
- Ensures that the organization's resources are responsibly and prudently managed;
- Ensures that our organization has the capacity to carry out its programs effectively.

### **Legal Compliance**

The Gabriel Foundation is knowledgeable of, and complies with the spirit as well as the letter of, all laws, regulations and applicable international conventions.

### **Responsible Stewardship**

The Foundation applies its funds appropriately and manages its funds responsibly and prudently. To that end:

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- The strongest priority for our funds is to spend them on programs and activities in pursuit of our mission;
  - We maintain effective accounting systems, internal controls, competent employees, reporting procedures and other resources and practices that are critical to professional management and accountability;
  - We ensure that donations are used as was promised during solicitations and in the manner intended and expected by the donors;
  - The organization compensates employees, and any others who may receive compensation, reasonably, appropriately, and within the limits of common practice;
  - The Foundation pursues all identified possibilities to minimize fundraising costs, recognizing the variety of factors that affect fundraising costs;
  - We ensure that spending practices and policies are fair, reasonable and appropriate to fulfill the mission of the organization;
  - Financial reports comply with the rules and regulations as determined by the IRS for 501(c)(3) public charitable organizations.

- Financial statements are regularly submitted for independent audit or review.

### **Openness and Disclosure**

The Foundation provides comprehensive information to the public.

- We respond in a timely manner to reasonable requests for information and will provide copies of our latest IRS Forms 990, 1023 and By Laws in compliance with the IRS;
- Information about our organization is accurate and honestly reflects our policies and practices;
- Basic informational data about the organization is posted on our Web site or is otherwise available to the public;
- Financial, organizational and program reports are complete and accurate in all material respects;
- The Foundation and its employees, independent contractors and volunteers promptly and fully disclose, review and take appropriate actions with any situation that results in a perceived or actual conflict of interest;
- The Foundation and its employees, independent contractors and volunteers promptly fully disclose, and take appropriate actions to resolve, any situations in which we discover perceived or actual violations of this Code of Ethics.

In addition to providing information in an open manner, the Foundation is open to receiving information about itself.

- The Foundation provides avenues by which anyone may provide information pertaining to ethical matters, or make suggestions for organizational improvements, without fear of retaliation or retribution;
- The Foundation provides avenues by which anyone may provide information pertaining to possibly illegal activities being conducted by or in association with the Foundation employees, independent contractors or volunteers, and the organization will promptly and thoroughly investigate the report and take appropriate actions as situation merits

### **Program Quality and Evaluation**

The Foundation is committed to organizational effectiveness and the continuous improvement of its programs.

- We design programs and activities to make them responsive to the needs of our constituencies;
- The Foundation is committed to high standards of excellence and quality for the services and products we provide.
- Our organization regularly reviews program effectiveness and incorporates lessons learned into future programs;
- At least once per year, our organization reviews its internal compliance with this Code of Ethics.

### **Inclusiveness, Diversity, and Respect**

The Foundation has a policy of promoting inclusiveness, diversity, and respect for all people.

- Our employees, independent contractors and volunteers reflect cultural diversity and promote respect, and tolerance for all people;
- Our organization respects and tolerates diversity of opinions;
- The Foundation takes meaningful steps to promote inclusiveness in its operations and programs;
- Solicitation materials accurately represent our organization's policies and practices and reflect our commitment to animal welfare and protection served by our programs to the best of our abilities.
- The Foundation works cooperatively with other charitable organizations and respects the diversity of other organizations' missions, employees, or programs;
- The Foundation actively promotes ethical behavior as a responsible partner among peers, in the work environment and in our communities.

### **Fundraising**

The Foundation is fully accountable for the honest solicitation of charitable funds, the efficient administration of those funds, and the effective use of funds in pursuit of our organization's mission. With regard to fundraising, the Foundation:

- Provides truthful and current information in our solicitation communications;
- Does not establish unrealistic donor expectations of what donor gifts will actually accomplish within the limits of our mission and programs;
- Respects the privacy concerns of individual donors;
- Allows donors the opportunity for their names to be deleted from our mailing lists. We do not share mailing lists.
- Will not accept a gift from a donor if this would knowingly place a hardship on the donor or place the donor's future well-being in jeopardy;
- Will not accept donations from organizations or individuals in the knowledge that such donations likely were acquired through actions that are offensive to the Foundation values or in violation of the Foundation Code of Ethics;
- Discloses important and relevant information to potential donors;
- Informs the public of our mission, the way donated resources will be used, and our capacity to use donations effectively for their intended purposes;
- Informs the public about our governance structure;
- Provides donors access to annual, financial reports;
- Assures donors that their gifts will be used for the purposes for which they were given;
- If in receipt of funds intended to be used for programs or activities that are not part of the organization's present or prospective programs, will either return the funds or, if the intent is in accordance with our mission, treat these as restricted funds and channel them in a manner that honors the donor's intent;
- Provides donors with acknowledgement and recognition;
- Ensures that information about donations is handled with respect and confidentiality to the extent provided by the law;
- Ensures that relationships with individuals of interest to donors are professional in nature;
- Informs donors whether those seeking donations are volunteers or Foundation employees. We do not use hired solicitors;

- Does not compensate our employees or fund-raising consultants on the basis of a percentage of charitable contributions raised;
- Does not compensate our employees or fund-raising consultants directly or indirectly on the basis of finder's fees (for recruiting donors);
- Encourages donors to ask questions when making donations and provides prompt, truthful and forthright answers.

*Please sign Addendum B and date one copy of this notice and return it to human resources representative. Retain a second copy for your reference.*

## **Workplace Conduct**

The work rules and standards of conduct for The Gabriel Foundation are important, and are regarded seriously. All employees must become familiar with these rules and standards. In addition, employees are expected to follow the rules and standards faithfully in doing their own jobs and conducting The Gabriel Foundation's business. Please note that any employee, who deviates from these rules and standards will be subject to corrective action, up to and including immediate termination of employment.

It is the responsibility of all employees to represent The Gabriel Foundation in a positive, professional, and courteous manner before every person and/or organization with which The Gabriel Foundation interacts. We are all ambassadors of The Gabriel Foundation. As an important member of the TGF team, you are expected to accept certain responsibilities, adhere to acceptable business values in matters of personal conduct, presentation, confidentiality with respect to sensitive information and exhibit a high degree of personal honesty at all times.

It is the responsibility of all employee, volunteer or independent contractors to professionally support the decisions of upper management. Differences of opinions regarding programs or policies are to be discussed only with the involved decision makers. Once a decision is final, employee, volunteer or independent contractors have a duty and responsibility to support that decision to all parties, both inside and outside the organization.

It is the responsibility of every employee, volunteer or independent contractor to inform management of information they receive when interacting with The Gabriel Foundation's various audiences that might impact The Gabriel Foundation and/or its programs.

When The Gabriel Foundation employees, volunteers or independent contractors become informed about issues related to the professional conduct of fellow employee, volunteer or independent contractors that are in conflict with the execution of The Gabriel Foundation's Workplace Conduct, they are encouraged to report this information to their supervisor, human resources representative or designate.

Out of respect for co-workers' and employment laws and regulations, employees, volunteers or independent contractors should not discuss the personal lives of other TGF employees, volunteers or independent contractors with anyone inside or outside the organization

Supervisors should discuss any concerns about specific employees, volunteers or independent contractors only with those individuals, those individuals' Supervisor, and/or their own Supervisor.

While not intended to list all the forms of behavior that are considered unacceptable in the workplace, the following are examples of policy infractions or misconduct that may result in disciplinary action, up to and including immediate termination of employment:

- Falsifying employment or other TGF records.
- Soliciting or accepting gratuities from clients.
- Engaging in excessive, unnecessary, or unauthorized use of TGF supplies, particularly for personal purposes.
- Reporting to work intoxicated, under the influence of non-prescribed drugs or impaired by the use prescription drug(s).
- Possession, manufacture, distribution, sale, transfer, dispensation or use of alcohol or illegal drugs in the workplace.
- Bringing or using alcoholic beverages on TGF property or using alcoholic beverages while engaged in TGF business off TGF premises. Fighting or using obscene, abusive, or threatening language or gestures.
- Theft or unauthorized removal or possession of property from coworkers, clients or TGF and related businesses.
- Having any firearms on TGF premises or while on TGF business.
- Disregarding safety, health or security regulations.
- Failing to maintain and safeguard confidentiality of TGF, or client information.
- Negligence or improper conduct leading to damage of TGF-owned or client-owned property.
- Instigating or participating in any insubordination or other disrespectful conduct involving fellow workers, clients, volunteers, clients, or animals.
- Smoking in the workplace other than the designated smoking area.
- Sexual or other unlawful or unwelcome harassment.
- Excessive absenteeism or any absence without notice.
- Unauthorized use of telephones, or other TGF-owned equipment for purposes other than business. (e.g., playing games, viewing social network sites, downloading personal or inappropriate material from the internet, using TGF computers for personal Internet usage).
- Violation of personnel policies.
- Unsatisfactory performance or conduct.

### **Workplace Relationships**

In the course of working, employees, volunteers or independent contractors may develop friendships or relationships with other employee, volunteer or independent contractors. It is important for employee, volunteer or independent contractors to consider how these friendships or relationships affect their role at The Gabriel Foundation. If employee, volunteer or independent contractors have questions about the impact of the friendship or relationship on The Gabriel Foundation, they should discuss it with their supervisor. The Gabriel Foundation will take action regarding employee, volunteer or independent contractor relationships if necessary to

avoid a conflict of interest, or the appearance of a conflict of interest. If a supervisor develops a romantic relationship with an employee, volunteer or independent contractor, the supervisor and/or employee, volunteer or independent contractor must notify the management team, human resources representative immediately.

### **Confidentiality of Information / Conflict of Interest Summary**

All employees, volunteers or independent contractors have a responsibility to act in good faith and in the best interests of The Gabriel Foundation. The Gabriel Foundation prepares and creates certain information, materials, documents, records, memoranda, lists, plans, discussions, actions, and projects, which are proprietary and/or confidential. Improper dissemination, disclosure, or unauthorized use of confidential information could result in irreparable harm or loss of funding critical to The Gabriel Foundation.

Employees, volunteer or independent contractors should treat all TGF, client, and third-party information as confidential unless told otherwise. All employees, volunteer or independent contractors of The Gabriel Foundation are responsible for safeguarding any confidential information; they must use it only for The Gabriel Foundation business, and not disclose it to others.

During an employee, volunteer or independent contractor's employment with The Gabriel Foundation, should they improperly disclose, breach, or misuse any confidential information, they will be subject to disciplinary action up to and including immediate termination, and during or after employment, to legal action. Upon termination of employment with The Gabriel Foundation, employees, volunteers or independent contractors must return all confidential information, together with all copies in their possession, custody or control.

*Employees, volunteers and independent contractors are asked to sign a statement of confidentiality (Addendum C) at the time of hire and periodically throughout their term of employment to acknowledge their awareness of, and reaffirm their commitment to, this policy.*

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## **Employment Policies**

### **Orientation Program**

During your initial orientation period, you will receive important information regarding the performance requirements of your position, basic TGF policies, your compensation, plus other information necessary to acquaint you with your job and TGF. You will also be asked to complete all necessary paperwork at this time, such as appropriate federal, state, and local tax forms as well as information establishing your identity and your eligibility to work in the United States in accordance with applicable federal law.

Please use this orientation time to familiarize yourself with TGF and our policies. We encourage you to ask any questions you may have during this period so that you will understand all the guidelines that affect and govern your employment relationship with us.

### **Immigration Reform Policy**

The Gabriel Foundation complies with the Immigration Reform and Control Act of 1986 by employing only United States citizens and non-citizens who are authorized to work in the United States. All employees, volunteer or independent contractors are asked on their first day of employment to provide original documents verifying their right to work in the United States and to sign a verification form required by federal law (INS Form I-9). If an individual cannot verify his/her right to work within three days of hire, The Gabriel Foundation must terminate his/her employment.

### **Equal Employment Opportunity Policy Statement**

The Gabriel Foundation is an equal opportunity employer (EOE). It is our strong belief that equal opportunity for all employees, volunteers or independent contractors is central to the continued success of our organization and therefore our it is our policy to employ the best-qualified applicants for job openings without regard to race, color, religion, national origin, citizenship, marital status, parental status, disability, age, membership in any labor organization, political affiliation, creed, ancestry, gender, sexual orientation, gender identity, veteran status, or other characteristic in accordance with applicable federal, state, and local laws. If, due to a disability you are unable to perform any of your essential job functions effectively or safely, please advise your supervisor or the appropriate management representative. The Gabriel Foundation will try to provide reasonable accommodation for known disabilities. In addition, TGF complies with applicable state and local laws governing nondiscrimination in employment in every location in which TGF has facilities. This policy applies to all terms and conditions of employment,

including but not limited to, hiring, placement, promotion, termination, layoff, recall, and transfer, leaves of absence, compensation, benefits, and training.

### **Diversity Policy**

Diversity is different from Equal Opportunity and Affirmative Action. The Gabriel Foundation's Diversity Policy asks that all employees, volunteers or independent contractors respect and value differences, be they race, color, religion, national origin, citizenship, marital status, parental status, disability, age, membership in any labor organization, political affiliation, creed, ancestry, gender, sexual orientation, gender identity, veteran status, or other characteristic protected by law.

The diversity of our work force is a resource. All TGF employees, volunteers or independent contractors should strive to be sensitive and responsive to the diversity of constituents we serve and each other. All employees, volunteers or independent contractors should personally strive to ensure that their actions conform to this policy. Embracing diversity is essential to the future of The Gabriel Foundation. We are firmly committed to maintaining a work atmosphere in which people of diverse backgrounds and lifestyles may grow personally and professionally.

### **Harassment Policy**

The Gabriel Foundation's policy is to provide a work environment that is free from harassment. The Gabriel Foundation will not tolerate harassment based on age, race, gender, color, religion, national origin, disability, marital status, covered veteran status, sexual orientation, status with respect to public assistance, and other characteristics protected under state, federal, or local law. Such conduct is prohibited in any form at the workplace, at work-related functions, or outside of work if it affects the workplace. This policy applies to all TGF employees, volunteers or independent contractors, clients, guests, vendors, and persons doing business with The Gabriel Foundation. The Gabriel Foundation maintains a zero-tolerance policy with respect to any act of harassment of any nature described herein. Therefore, a single act of harassment, as defined herein, may result in disciplining of the employee, or independent contractor/harasser up to and including termination of employment or revocation of privileges afforded by TGF.

Under this policy, harassment is verbal, written or physical conduct that denigrates or shows hostility or aversion toward an individual because of his or her protected status and that has:

- The purpose or effect of creating an intimidating, or offensive work environment;
- The purpose or effect of unreasonable interfering with an individual's work performance;
- or
- Adversely affects an individual's employment opportunities.

Harassing conduct includes, but is not limited to: epithets, slurs, negative stereotyping, threatening, intimidating, or hostile acts; denigrating jokes and display or circulation in the workplace, distributed via any manner of communication media (including but not limited to handwritten material, email, or social network sites) graphic material that denigrates or shows hostility or aversion toward an individual or group.



## Sexual Harassment

Sexual harassment, one type of prohibited harassment, warrants special mention. Sexual harassment constitutes discrimination and is illegal under state and federal laws. For the purposes of this policy, sexual harassment has been defined according to The Gabriel Foundation guidelines as:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when, for example:

Sexual harassment may include a range of subtle to blatant behaviors and many involve individuals of the same or different gender. Depending on the circumstances, examples of conduct prohibited by this policy include, but are not limited to:

Unwelcome sexual flirtation, advances, or propositions:

- Verbal comments related to an individual's age, race, gender, color, religion, national origin, disability, or sexual orientation;
- **Perceived** explicit or degrading verbal comments about another individual or his/her appearance;
- The display of sexually suggestive pictures or objects in any workplace location including transmission or display via computer;
- Any act perceived as sexually offensive or abusive physical conduct;
- The taking of, or the refusal to take, any personnel action based on an Employee, Volunteer or Independent Contractor's submission to or rejection of sexual overtures; and
- Displaying cartoons or telling jokes which relate to an individual's age, race, gender, color, religion, national origin, disability, or sexual orientation.

## Complaint Procedure

Any employee, volunteer or independent contractor who observes any act of discrimination or harassment or who feels they have been treated unfairly should immediately report that misconduct to their supervisor or appropriate management representative. Additionally, if you believe that you are being subjected to workplace harassment, you should:

- Tell the harasser that his or her actions are not welcome and they must stop, if you feel comfortable enough to do so.
- Report the incident immediately to your supervisor, human resources representative, the appropriate management representative or designate.
- **Supervisors MUST immediately report the incident to upper management, human resources representative or designate. The matter cannot be kept confidential. Failure to immediately notify management will result in disciplinary action, up to and including termination.**

## Investigation

Any reported incident will be investigated immediately and thoroughly. The investigation may include individual interviews with the parties involved and, where necessary, with

individuals who may have observed the alleged conduct or may have other relevant knowledge.

Complaints and actions taken to resolve complaints will be handled as confidentially as possible, given The Gabriel Foundation's obligation to investigate and act upon reports of such harassment.

### **Responsive Action**

Misconduct constituting harassment, discrimination, or retaliation will be dealt with appropriately. Appropriate actions will be taken by The Gabriel Foundation to stop and remedy any and all such conduct, including interim measures during a period of investigation. Responsive action may include, training, referral to counseling, and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reassignment, temporary suspension without pay, or immediate termination.

If an employee, volunteer or independent contractor making a complaint does not agree with its resolution, employee, volunteer or independent contractor may appeal to The Gabriel Foundation's president or designate.

### **Retaliation**

Retaliation of any kind or discriminating against an employee, volunteer or independent contractor who reports a suspected incident of harassment or who cooperates in an investigation is prohibited. An employee, volunteer or independent contractor who violates this policy or retaliates against an employee, volunteer or independent contractor in any way will be subject to disciplinary action up to and including immediate termination or revocation of privileges afforded by TGF.

### **Individuals with Disabilities**

The Gabriel Foundation complies with applicable state and local laws providing for nondiscrimination in employment against qualified individuals with disabilities. It is TGF's policy to, without limitation:

- Ensure that qualified individuals with disabilities are treated in a nondiscriminatory manner in the pre-employment process and that employee, volunteer or independent contractors with disabilities are treated in a nondiscriminatory manner in all terms, conditions, and privileges of employment.
- Keep all medical-related information confidential and retain such information in separate confidential files.
- Provide applicants and employee, volunteer or independent contractors with disabilities with reasonable accommodation, except where such an accommodation would create an undue hardship on TGF.
- Notify individuals with disabilities that TGF provides reasonable accommodation to qualified individuals with disabilities, by including this policy in TGF's Conduct Guide and by posting the Equal Employment Opportunity Commission's poster on non discrimination against individuals with disabilities and other protected groups conspicuously throughout TGF facilities.

### **Procedure for Requesting an Accommodation**

Qualified individuals with disabilities may make requests for reasonable accommodation to TGF management team. On receipt of an accommodation request, the designated member of the management team, human resources representative or designate will meet with the requesting individual to discuss and identify the precise limitations resulting from the disability and the potential accommodation that TGF might make to help overcome those limitations.

The management team and necessary, appropriate representatives identified as having a need to know (e.g., the individual's supervisor), will determine the feasibility of the requested accommodation, considering various factors, including, but not limited to, the nature and cost of the accommodation, the availability of tax credits and deductions, outside funding, the facility's overall financial resources and the accommodation's impact on the operation of the facility, including its impact on the ability of other employees, volunteers or independent contractors to perform their duties and on the facility's ability to conduct business.

The human resources representative, or designate will inform the employee, volunteer or independent contractor of TGF decision on the accommodation request or on how to make the accommodation. If the accommodation request is denied, employee, volunteer or independent contractors will be advised of their right to appeal TGF decision by submitting a written statement to the president or designate along with the reasons for the request.

The president and human resources representative will review all employee, volunteer or independent contractor appeals. After reviewing an employee, volunteer or independent contractor's appeal, the president will notify the management team of his or her decision. The human resources representative, designate will, in turn notify the individual making the appeal of the decision, which will be final.

### **Health and Welfare**

As a condition of continued employment, Employee, volunteer or independent contractors may be required to undergo periodic alcohol and drug screenings, at times specified by TGF. All Organization-required alcohol and drug screenings are paid in full by TGF.

Questions about alcohol and drug screenings should be directed to your supervisor human resources representative or designate.

The Gabriel Foundation provides an annual Tetanus Shot Clinic for all staff members to insure their safety in the event of a cut or puncture while performing their daily job duties. All expenses are paid by TGF.

### **Psittacosis memorandum**

# Hiring Practices

## Employment of Relatives

The Gabriel Foundation may consider hiring qualified members of employee, volunteer or independent contractors' immediate family as long as such employment does not, in the opinion of TGF, create actual or perceived conflicts of interest.

For purposes of this policy, your immediate family includes: Mother, Father, Husband, Wife, Son, Daughter, Sister, Brother, Mother-in-law, Father-in-law, Sister-in-law, Brother-in-law, Son-in-law, Daughter-in-law, Stepchild, Stepparent, or Grandparent. This policy also applies to close personal relatives such as Uncle, Aunt, First Cousin, Nephew, Niece or Half-Sibling.

TGF will exercise sound business judgment in the placement of related employee, volunteer or independent contractors in accordance with the following guidelines:

- Family members will not directly or indirectly exercise supervisory, appointment, or dismissal authority or disciplinary action over another family member.
- One family member will not audit, verify, receive, or be entrusted with monies received or handled by the other family member.
- One family member will not audit, verify, receive, or be entrusted with confidential information (e.g. tax forms, medical/health documents, insurance papers, etc.) received by the other family member.
- Family members will not be hired when one family member will have access to the other's confidential information (including payroll and personnel records).
- Employees, volunteers or independent contractors who marry while employed are treated in accordance with these guidelines. That is, if, in the opinion of TGF, a conflict or apparent conflict arises as a result of the marriage, one of the employees, volunteers or independent contractors will be transferred to an alternate position at the earliest practical time.

If a circumstance arises that results in a direct supervisory relationship between immediate family or close personal relatives (e.g., marriage, reduction-in-force, reorganization), one of the relatives may be reassigned to an appropriate vacancy. During the period that a direct supervisory relationship exists between immediate family or close personal relatives, the supervisory relative will not be involved in any personnel action involving his/her relative. Typical first-level supervisory responsibilities will be referred to the next higher level in the supervisory chain.

This policy applies to all categories of employment at TGF, including regular, temporary, and part-time classifications.

Exceptions may be made with the written authorization of the president or designate.

## Re-employment

Employees, volunteers or independent contractors who have voluntarily resigned or been laid off may be eligible for re-employment if they left employment with TGF in good standing.

Employees, volunteers or independent contractors who have been laid off or have voluntarily resigned their employment with The Gabriel Foundation and are re-employed shall be considered a new employee, volunteer or independent contractors with regard to health insurance and other benefits.

### **Personnel Files**

TGF maintains personnel files on each employee. These files contain documentation regarding all aspects of the employee's tenure with TGF. You may review your personnel file on an annual basis. If you are interested in reviewing your file, contact the human resources representative to schedule an appointment.

To ensure that your personnel file is up-to-date at all times, notify your supervisor or the human resources representative of any changes i.e. in your name, telephone number, home address, marital status, number of dependents, scholastic achievements, or the individuals to notify in case of an emergency.

### **Performance Reviews**

To ensure that you perform your job to the best of your abilities, it is important that you be recognized for good performance and that you receive appropriate suggestions for improvement when necessary. Consistent with this goal, your performance will be evaluated by your supervisor on an ongoing basis.

### **Compensation**

To attract and retain above-average employees TGF endeavors to pay salaries competitive with those paid by other employers in our industry and in the applicable labor markets. In line with this objective, TGF monitors its wage scales using the data made available by the salary guide issued by the Colorado Association of Non-Profit Organizations and by the Society of Animal Welfare Administrators to ensure that they are kept in line with local as well as statewide economic conditions. In conjunction with The Gabriel Foundation's Confidentiality Policy all salary discussions are to be kept strictly confidential.

Periodically, TGF may revise its job descriptions, evaluate individual jobs to ensure that they are rated and paid appropriately, and review job specifications to ensure that they are job related.

Questions regarding your individual salary should be directed to your supervisor, human resources representative or designate.

### **Promotions**

When possible and when in the best interests of The Gabriel Foundation, TGF will attempt to promote qualified employee into more responsible and higher-paying positions as these positions become available. Employees are encouraged to develop their job skills as much as possible. Promotions are based on qualifications, experience, training, interest, ability to meet the job requirements as indicated in the job descriptions, and past job performances, and any other job-related criteria considered important by the hiring manager.

# Employment Status

You will be informed of your initial employment classification as an exempt or nonexempt employee, when you are offered your position. If you change positions during your employment as a result of a promotion, transfer, or otherwise, you will be informed by the management team of any change in your exemption status.

Please direct any questions regarding your employment classification or exemption status to the human resources representative.

Employees are classified as either exempt or non-exempt for pay administration purposes, as determined by the federal Fair Labor Standards Act (FLSA).

The definitions of the worker classification categories can be summarized as follows:

**Exempt:** management, supervisory, professional, sales or administrative employee whose positions meet FLSA standards, are exempt from overtime pay requirements.

**Non-exempt:** employees whose positions do not meet the FLSA exemption standards are paid overtime. Employees classified as non-exempt generally work in non-supervisory, non-professional or non-administrative capacities. Employees who are required to be paid overtime are paid at the rate of time and one half (i.e., one and one-half times) their regular rate of pay for all hours worked beyond forty hours in a workweek or 10 hours in one day, in compliance with State and Federal Wage and Hour laws and regulations. **Overtime work is prohibited without specific Supervisor authorization.**

In addition, each employee's status is defined as one of the following:

**Full-Time** Employees scheduled to work a minimum of 37.5 hours a week on a continuing basis. Such employees may be "exempt" or "nonexempt" as defined above. Such full-time employees are eligible for benefits the first day of the calendar month following 90 days of continuous full time employment.

**Part-time** Employees who are regularly scheduled to work fewer than 37.5 hours a week on a continuing basis. Part-time employees will receive all legally mandated benefits (such as workers compensation and social security benefits), but are ineligible for other benefit programs with the exception of modified PTO benefits. details explained in Benefits Section of Manual

**Temporary** Employees are those engaged to work either part-time or full-time on TGF payroll, but have been hired with the understanding that their employment will be terminated no later than upon their completion of a specific assignment. This category includes interns and co-op students. Such employees may be either "exempt" or "non-exempt" but are not eligible for benefits except as mandated by law. Employees will not

change from temporary status to another status unless specifically informed of such a change in writing.

**Independent Contractors** Consultants, freelancers or independent contractors are not employees of The Gabriel Foundation. The distinction between employee and independent contractors is important because employees may be entitled to participate in TGF benefits programs, while independent contractors are not. In addition, The Gabriel Foundation is not required to withhold income taxes, withhold and pay Social Security and Medicare taxes, or pay unemployment tax on payments made to an independent contractor.

**Interns** Unpaid students; generally receiving credit with learning institution, for gaining experience with The Gabriel Foundation. At the complete discretion of the president, Interns **may** be invited back as a temporary or short term employee. They are not eligible for benefits as a temporary employee.

## **Payment of Wages**

### **Confidentiality of Wage and Appraisals**

The Gabriel Foundation considers employees' earnings and performance appraisals to be confidential matters. TGF will not provide this type of information to outside parties unless written authorization is received from employee or unless otherwise required by court order.

If you have any concern about wages, salaries, or appraisals, discuss the issue with the human resources representative, designate or your immediate supervisor.

### **Payroll**

TGF has a bi-weekly payroll.

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### **Payroll Deductions**

Deductions required by law are automatically withheld from paychecks. Additionally, optional deductions may be allowed for insurance and other benefits provided by The Gabriel Foundation at the employee's request.

Examples of deductions required by law:

- Federal withholding tax; state withholding tax; social security (FICA)

Example of optional deductions:

- Health insurance

It is the responsibility of all employees to review paychecks for errors. Mistakes should be reported immediately to your supervisor, human resources representative, or designate.

### **Overtime Pay**

Overtime pay policies are for non-exempt employees and do not apply to exempt employees. By the nature of our work, there are times when The Gabriel Foundation commitments require some overtime. Your supervisor will attempt to provide you with reasonable notice when the need for overtime work arises. Please remember, however, that advance notice may not always be possible.

All overtime, for non-exempt employees must be pre-approved. The only exception to this policy is in the event of an emergency where the immediate safety or welfare of an animal, person, or facility is in jeopardy.

Overtime pay for non-exempt employee is calculated at one-and-one half times the regular rate of pay for all hours worked in excess of 40 hours in the regular work week, or 10 hours in one day, in compliance with State and Federal Wage and Hours laws and regulations.

### **Lost or Stolen Paycheck**

In the event that a paycheck is lost or stolen, employees should notify their supervisor or a member of the TGF management team immediately to put a stop-payment notice on the check. If we are able to do so, the employee will be issued another check. Unfortunately, however, TGF is unable to take responsibility for lost or stolen paychecks, and if we are unable to stop payment on a check, the employee will be responsible for such loss.

## **Work Time**

### **Hours of Operation**

The Gabriel Foundation is a service organization and as such, our animals require care daily, so while the hours we are open to the public are set times, daily and weekly work schedules may be changed from time to time at the discretion of the management team to meet the varying conditions of our animals' needs and business. Changes in work schedules will be announced as far in advance as practicable.

The Aviary and Adoption Center is open from 7:30 a.m. to 5:00 p.m. seven days a week.

The Education Center is open from 10:00 a.m. to 6:00 p.m. Monday through Friday, and 10:00 a.m. to 4:00 p.m. on Saturday.

### **Breaks**

Employees may take two 15-minute breaks per day for each four consecutive hours of work. Breaks are considered time worked, and employees will receive compensation for such periods. Employees must take their breaks in two 15 minute breaks; they are not allowed to divide 15 minute breaks into smaller increments of time (i.e. breaking for three 5 minute breaks to count as one 15 minute break).

### **Lunch**

Employees working more than six (6) hours in a shift are required to take an unpaid lunch break for no less than 30 minutes, after not more than five hours of work. The schedule for meal



periods should be established on the basis of work requirements in each location and is to be determined by the supervisor on duty. Staggered meal periods are necessary. Supervisors should be sure that each location is adequately staffed and that someone with authority to resolve problems is available at all times.

### **Recording Worked Hours**

All employees and independent contractors of The Gabriel Foundation are required to record time worked on "TimeClocks Plus", TGF's on line timekeeping system.

Example: Clock In at beginning of shift; Clock Out for lunch; Clock In from lunch; Clock out at the end of the day. You should clock out anytime you leave your work location, checking with another employee when you leave and when you return. If you have left the work premises for TGF business, you must notify a supervisor on the same day to manually adjust your time.

It is solely your responsibility to ensure that your actual hours worked are recorded accurately. While we understand mistakes can be made, timekeeping records are legal documents. Falsification of a time record is a breach of Organization policy and is grounds for disciplinary action, up to and including termination.

Continued failure to correctly complete Timekeeping process may result in the delay of payment until following payroll payment period.

## **Employee Benefits**

This section acquaints employees with some of the significant employee benefits that are offered by The Gabriel Foundation.

### **Health Insurance Benefits**

It is difficult to describe all insurance benefits, exclusions, or disqualifications here, so this summary does not constitute an enforceable description of insurance language or coverage. Employees should review their insurance policy for specific coverage, benefits, exclusions and disqualifications.

Currently, TGF offers Health and Life insurance to all eligible regular full time employees. In accordance with the Colorado Continuation/Conversion Program, and in compliance with all Colorado State and Federal Employment Laws and Regulations, TGF offers employees and their dependents the opportunity to continue health care coverage at the employee's cost, at group rates, in certain instances where coverage would otherwise end. Additional information is available from the human resources representative or designate.

More detailed information with regard to individual health insurance programs is provided by our carriers annually and subject to change.

Employees are classified within one of the following status categories. The chart outlines current benefits and work conditions for each classification.

	<b>Regular Full-Time</b>	<b>Regular Part-Time</b>	<b>Temporary</b>
<b>Hours/Normal Week</b>	37.5 or greater hrs/wk	No less 20 hrs/wk	May Vary
<b>Insurance</b>	Yes	No	No
<b>Paid Time Off PTO</b>	Yes	Yes, after 6 mo	No

### **Paid Time Off (PTO)**

The Gabriel Foundation believes employees should have opportunities to enjoy time away from work to help balance their lives. We recognize that employees have diverse needs for time off from work. The Gabriel Foundation has established this paid time off (PTO) policy to meet those needs.

### **Eligibility**

Paid Time Off (PTO) for Regular Full-Time Status employees will begin accruing on the first day of employment. PTO for Regular Part-Time Status employees will begin accruing after six (6) mo of continuous employment. Eligible Regular Full-Time employees must work at least thirty seven and one half (37.5) hours per week on a regular basis. Part time employees must work a minimum of twenty (20) hours per week to be eligible for PTO; hours worked for the purpose of determining benefit eligibility will be assessed on a quarterly basis. Regular Part time employees working less than twenty (20) hours per week, independent contractors; on-call and temporary employees are not eligible to accrue PTO.

### **Accrual and Payment of Paid Time Off (PTO)**

Accruals are based upon paid hours up to 2080 hours per year, excluding overtime. Employees working less than 37.5 hours per week and at least 20 hours per week will earn PTO hours on a pro-rated basis, according to the accrual rate per hour. (See table below) Length of service determines the rate at which the employee will earn PTO. PTO is not earned while on unpaid leaves of absence or Paid Time Off. Employees become eligible for the new higher accrual rate on the first day of the pay period in which the employee's anniversary date falls.

<b>Years of Service</b>	<b>Annual PTO</b>	<b>FT Weekly Accrual</b>	<b>PT Hourly Accrual</b>
1 through 4	17 days	2.61 hours/week	.04 per hr
5 through 9	22 days	3.38 hours/week	.06 per hr
10 through 14	27 days	4.15 hours/week	.08 per hr
15 or more	32 days	4.92 hours/week	.10 per hr

\*Annual PTO Accruals are based on an employee working 2080 paid hours per year (40 hours per week).

No PTO hours will be carried over without the express authorization of the president. Exceptions will generally be granted due to a management need to cancel employee's previously scheduled PTO. Employees with more than eight (8) years of continuous service may have an option for quarterly pay out of PTO.

### **Use and Scheduling of Paid Time Off**

To request PTO (Paid Time Off), employee must complete a Time-Off Request Form preferably no less than thirty (30) days in advance of the requested start date. It is subject to supervisory approval. PTO will not be processed through payroll without the appropriate approval signatures.

Unscheduled absences will be monitored. Employees will be counseled when the frequency of unscheduled absences adversely affect the operations of the organization. The supervisor may request the employee provide a statement from his or her health care provider at any time concerning the justification for an unscheduled absence.

PTO may not be used for unexcused tardiness and absenteeism.

PTO is paid at the employee's straight time rate. PTO is not part of any overtime calculation as payment of overtime is based on time worked.

Employees are required to use available PTO when taking time off from work. PTO may be taken in increments as low as four (4) hours. Employees may not borrow against their PTO banks; therefore, no advance leave will be granted.

When PTO is used, an employee is required to request payment of PTO hours according to his/her regularly scheduled workday. For example, if an employee works a six-hour day, he/she would request six hours of PTO when taking that day off.

### **Payment upon Termination**

After six (6) mo of employment, an employee will be paid upon resignation, separation or retirement for all PTO hours accumulated, but not used, in accordance with Colorado state law requirements.

Only those PTO hours accrued in the current year will be paid upon termination.

Benefits that are accumulated based upon hours worked shall not accumulate during a period of leave of absence.

### **Medical/Disability Leave**

Disability leave is available to an employee whose physician certifies that the employee is temporarily disabled from performing his or her job because of illness, injury, physical or mental impairment, pregnancy, or childbirth. After using accrued PTO (Paid Time Off), provided that the employee gives advance notice of this election to the supervisor prior to, or at the time the leave begins. If accrued PTO is to be used, it shall be used at the beginning of the leave. Medical certification of disability must be submitted at or before the start of a disability leave of absence and at least every thirty (30) days of leave thereafter, stating the nature of your disability and the expected date of return to work. Requests to extend an initial leave must be accompanied by supporting medical certification and must be received by the supervisor at least two (2) working days in advance of the previously estimated return date. An employee returning to work from

disability leave must give at least two (2) days advance notice to the supervisor and, upon returning to work, must submit a written release from the employee's physician.

### **Military Leaves of Absence**

Leaves of absence without pay for military or reserve duty are granted to full-time regular and part-time regular employees. If an employee is called to active military duty reserve or National Guard training, or if an employee volunteers for the same, copies of military orders should be submitted to your supervisor as soon as is practicable.

#### **Leave for Annual Training**

Employees who are members of the U.S. Army, Navy, and Air Force, Marines or Coast Guard reserves or the National Guard may be granted leaves of absence for the purpose of participating in reserve or National Guard training programs.

Employees shall be granted the minimum amount of leave needed to meet the minimum training requirements of their units. No employee will be required to use PTO (Paid Time Off) for military duty, but employees who do elect to schedule their PTO to coincide with military duty will receive their full regular PTO pay in addition to any pay from the military.

#### **Leave for 6-month Active Reserve or National Guard Duty**

Permanent employees who are members of the U.S. Army, Navy, and Air Force, Marines or Coast Guard reserves or the National Guard may be granted leaves of absence for the purpose of participating in 6-month active duty tours.

Employees will be granted leave as required to complete the tour of duty.

Employees who apply to return to work within 31 days of satisfactory completion of the six (6) month tour of active duty will be restored to their former job or a job of similar status and pay without the loss of seniority.

Time spent in the reserves or the National Guard will be credited to all employees toward meeting length of service requirements for eligibility for retirement benefits and Paid Time Off entitlement. Employees will not accrue PTO while in the military.

#### **Benefit Continuation During Leave**

The Gabriel Foundation will maintain group health insurance coverage for you while on leave whenever such insurance was provided to you before the leave was taken and on the same terms as if you had continued to work. You will be required to pay your regular portion of insurance premiums – contact the TGF human resources representative or designate for an explanation of your options.

The Gabriel Foundation offers continued benefits in accordance with the Colorado Continuation/Conversion Program. You will be sent an invoice with a date, by which time; premiums must be received in the Acoma office. Failure to pay premiums in a timely manner constitutes cancellation of policy. Payments resulting in "Insufficient Funds" will

be considered as no payment. TGF will accept premium payments via Checks, Debit Card or Charge Cards currently used in the organization (Visa, MasterCard).

Benefits that are accumulated based upon hours worked shall not accumulate during the period of leave.

**In some instances, TGF may recover premiums paid to maintain health insurance coverage for an employee who fails to return to work from leave.**

An employee who fails to return to work immediately after the expiration of the leave period will be considered to have voluntarily separated/quit employment.

### **Jury Duty**

Full-time regular employees or part-time regular employee, volunteer or independent contractors summoned to jury duty during regular working hours will be paid their regular daily wage by The Gabriel Foundation for up to three days in accordance with Colorado State Employment Laws and Regulations. After that time the employee may take additional leave without pay or use available leave. If an employee is released from jury duty early, they are expected to return to work for the remainder of their regularly scheduled workday.

In addition, if an employee is summoned to serve as a witness, The Gabriel Foundation will provide the employee with the necessary time off but it will be unpaid.

Jurors are not entitled to additional reimbursement for travel or other out-of-pocket expenses.

To qualify for Jury Duty benefits, you must:

- Show your supervisor your summons to serve on a jury prior to the time that you are scheduled to serve.
- Furnish your supervisor with evidence of having served on a jury for the time claimed.

~~Jury absence must be noted on your timekeeping system. Time spent on jury duty will not be counted as hours worked for the purpose of computing overtime pay. Regular wages are paid until jury pay is received. Jury pay is then deducted from your regular wages.~~

This benefit cannot be applied to any court appearance other than jury duty unless such appearance is related to your employment.

### **Worker's Compensation Insurance**

To provide for payment of your medical expenses and for partial salary continuation in the event of a work-related accident or illness, you are covered by workers' compensation insurance. The amount of benefits payable and the duration of payment depend on the nature of your injury or illness. In general, however, all medical expenses incurred in connection with an injury or illness are paid in full, and partial salary payments are provided beginning with the fourth consecutive day of your absence from work.

If you are injured or become ill on the job, you must immediately report such injury or illness to your supervisor or the management team. This ensures that TGF can assist you in obtaining appropriate medical treatment. Your failure to follow this procedure may result in the appropriate workers' compensation report not being filed in accordance with the law, which may consequently jeopardize your right to benefits in connection with the injury or illness.

Questions regarding workers' compensation should be directed to the TGF management team or human resources representative.

### **Purchases of Organization Products**

For your own use only, TGF has established a program to enable you to purchase Organization products from the Birdbrain at a 20% discount. Employees are eligible for this discount after 90 calendar days of employment.

### **Veterinary Services**

The Gabriel Foundation has arranged for employees of TGF to receive discounts on Veterinary and Grooming services for their pets.

*Details of this program are listed on Addendum E*

## **Work Guidelines**

### **Attendance Policy**

Working in a shelter environment can be challenging, demanding, and stressful - a situation made much worse when we are short of staff. It is critically important that all employees work their scheduled shift and report to work on time. The following policies were created to provide guidelines for employees and supervisors in the event that an employee is unable to report for work as scheduled.

### **Call In Policy**

If you are unable to work your scheduled shift, you are responsible for notifying your supervisor at least one hour in advance of the beginning of your shift. This will hopefully allow time for another employee to be called in to provide coverage for you.

For foundation employees, two specific steps must be taken if you are unable to report for work as scheduled:

First, every effort must be made to speak to your supervisor directly, either by calling his/her cell phone.

If you are unable to reach your supervisor, call either your supervisor's director or the HR coordinator. Leaving a voice mail message is not considered notification.

If you need to leave work for a portion of the day (i.e. doctor's appointment, child's school event, etc.) please coordinate your schedule with your supervisor.

If you are unable to come to work for more than one day in a row, you are responsible for calling your supervisor at the beginning of each day.

If you are absent due to illness for three or more consecutive days you must obtain a release from your doctor to return to work. Documentation must be submitted to the supervisor on duty upon return to work. Medical clearance to return to work may also be required for employees who are off on physician's orders or who contract a contagious illness (such as strep throat, pink eye, etc.).

### **Tardiness**

It is expected that employees will make every effort to show up for work on time. If circumstances prevent you from reporting to work on time, you are required to call your supervisor as soon as possible.

If an employee is late for work (more than 15 minutes) and has not notified his/her supervisor, disciplinary action may be taken. Excessive or ongoing tardiness, which is defined as 3 or more late arrivals in a period of 30 calendar days, may also result in disciplinary action, up to and including termination of employment.

### **Job Abandonment**

Employees who miss work for three days without notifying their supervisor, or have three days of unexcused absences, are considered to have resigned their jobs without notice.

### **Personal Appearance and Demeanor**

Your appearance and demeanor is often perceived by the public as a reflection of how well you are likely to treat animals in our care. Your clean and neat dress and personal hygiene should reflect the same high standards as the care given to our animals. To our clients and the public you ARE the Gabriel Foundation!

In locations where clothing is provided for you to wear, The Gabriel Foundation will supply one unit of clothing. Additional units may be purchased by Employee, volunteer or independent contractors at TGF wholesale cost. In all cases, clothing must be clean and neat;

Standards may vary by location:

- The Birdbrain:
  - khaki pants or presentable jeans and shirt or blouse
  - shoes, clogs, tennies or sandals, no flip flops.
  - Name Tag
  - TBB Apron
- The Aviary: scrubs, jeans, and presentable T-Shirt, Name Tags. No open toed shoes in work areas.

Employees are advised that they wear piercings, jewelry and visible tattoos at their own risk! Our birds are attracted to them!

Employees are also required to keep their work environment clean and orderly. Before departing at the end of their workday, employees should lock all files and cabinets and clear all work materials from desk surfaces, especially materials of a sensitive or confidential nature.

Employees failing to adhere to proper TGF standards with respect to appearance and demeanor are subject to disciplinary action.

First, every effort must be made to speak to your supervisor directly, either by having calling his/her cell phone.

If you are unable to reach your supervisor, call either your supervisor's director or the HR coordinator. Leaving a voice mail message is not considered notification.

If you need to leave work for a portion of the day (i.e. doctor's appointment, child's school event, etc.) please coordinate your schedule with your supervisor.

If you are unable to come to work for more than one day in a row, you are responsible for calling your supervisor at the beginning of each day.

If you are absent due to illness for three or more consecutive days you must obtain a release from your doctor to return to work. Documentation must be submitted to the supervisor on duty upon return to work. Medical clearance to return to work may also be required for employees who are off on physician's orders or who contract a contagious illness (such as strep throat, pink eye, etc.).

### **Job Abandonment**

Employees who miss work for three days without notifying their supervisor, or have three days of unexcused absences, are considered to have resigned their jobs without notice.

### **Smoking**

TGF Aviary and Adoption Center is a Smoke Free Environment. To maintain a safe and comfortable working environment and to ensure compliance with applicable laws, smoking in TGF facilities is strictly prohibited. Smoking is only permitted outdoors, at a sufficient distance from all visitors, volunteers, Employee, volunteer or independent contractors and facilities to insure the health and safety of other Employee, volunteer or independent contractors and our birds. Employee, volunteer or independent contractors must not smoke at any entrance or location where the public or fellow Employee, volunteer or independent contractors may have to walk through the smoke. It is also very important that Employee, volunteer or independent contractors are not seen smoking by the public. Nicotine is a particular health risk to our birds, and can be absorbed through their feet if on the bare skin of a human who has been smoking. For this reason, if you are in contact with the birds in any capacity and have been smoking, you must wash your hands, arms or any portion of skin that will come in contact with the birds. We must insist on strict adherence to this policy. Smoking is to take place during your two (2) fifteen (15) minute breaks or lunch break. Employee, volunteer or independent contractors may not take breaks in timeframes shorter than fifteen (15) minutes. Employees smoking in any non-smoking area may be subject to disciplinary action. We encourage you to smoke inside your vehicle. All butts are to be discarded in the trash receptacle. Due to fire danger, exercise extreme caution around all TGF buildings and property.



Please contact a member of the management team or human resources representative if you have any questions about TGF smoking policy.

### **Drug-Free Workplace**

It is the policy of TGF to create a drug-free workplace in keeping with the spirit and intent of the Drug-Free Workplace Act of 1988. The use of controlled substances is inconsistent with the behavior expected of Employee, volunteer or independent contractors, subjects all Employee, volunteer or independent contractors and visitors to our facilities to unacceptable safety risks, and undermines TGF's ability to operate effectively and efficiently. In this connection, the unlawful manufacturing, distribution, dispensation, possession, sale, or use of a controlled substance in the workplace or while engaged in TGF business off TGF premises is strictly prohibited. Such conduct is also prohibited during nonworking time to the extent that in the opinion of TGF, it impairs an Employee, Volunteer or Independent Contractor's ability to perform on the job or threatens the reputation or integrity of TGF.

Employees convicted of controlled-substance-related violations in the workplace, including pleas of nolo contendere (i.e., no contest), must inform TGF within five days of such conviction or plea. Employee, volunteer or independent contractors who violate any aspect of this policy may be subject to disciplinary action up to and including termination. At its discretion, TGF may require employees who violate this policy to successfully complete a drug abuse assistance or rehabilitation program as a condition of continued employment.

### **Pets at Work**

As an animal welfare organization, The Gabriel Foundation recognizes and respects the bond between people and their companion animals and therefore welcomes the presence of pets in the workplace with some restrictions.

The presence of companion animals can result in excessive wear and tear or damage of The Gabriel Foundation's property. Furthermore, it is the responsibility of The Gabriel Foundation to address the safety and well-being of people and companion animals in the workplace.

The following restrictions apply to bringing animals to work:

- Pets may be brought to the office if they are going to or from the veterinarian, groomer, pet sitter, etc., or if an employee is planning an extended workday.
- Pets must be confined to an employee's work area when not attended.
- Pets must have current vaccinations and be free of parasites and transmittable diseases.
- Birds must specifically be in compliance with Aviary Medical Requirements.
- Multiple pets may be brought to the office at one time as long as the level of activity does not create a disturbance. Sometimes it may be necessary to set alternate schedules with co-workers to avoid an undue level of activity.
- Employees must pick up after their pets.
- Damage to The Gabriel Foundation by pets is the responsibility of the employee.

Violations of this policy may result in suspension of an employee's permission to bring pets to work. Additionally, The Gabriel Foundation reserves the right to deny an employee's request to bring pets to work.

### **Workplace Searches**

To safeguard the property of our employees, volunteers, independent contractors, our clients, and TGF, and to help prevent the possession, sale, and use of illegal drugs on TGF premises, in keeping with the spirit and intent of TGF drug-free workplace policy, TGF reserves the right to question any employee, volunteer or independent contractor and all other persons entering and leaving our premises, and to inspect any packages, parcels, purses, handbags, briefcases, lunchboxes, or any other possessions or articles carried to and from TGF property. In addition, TGF reserves the right to search any employee's office, desk, files, locker, or any other area or article on our premises. All offices, desks, files, lockers, and so forth, are the property of TGF, and are issued for the use of employees, volunteers or independent contractors only during their working relationship with TGF. Inspections may be conducted at any time at the discretion of TGF.

Employees, volunteers or independent contractors working in, entering or leaving the premises who refuse to cooperate in an inspection as well as employees, volunteers or independent contractors who after the inspection are believed to be in possession of stolen property or illegal drugs, will be sent immediately to a management team member for disciplinary action up to and including discharge or separation of work relationship if upon investigation they are found to be in violation of TGF security procedures or any other TGF rules and regulations.

## **Communications**

### **Use of Electronic Communications**

The Gabriel Foundation employees, volunteers or independent contractors use voice mail and electronic mail to communicate with others in the organization and receive messages when these people are unavailable.

**Employees, volunteers or independent contractors should be aware that voice mail and electronic mail are not private and are subject to review by TGF. All electronic and telephonic communications systems and all communications and information transmitted by, received from, or stored in these systems are the property of TGF and as such are to be used solely for job-related purposes.**

The use of any software and business equipment, including, but not limited to facsimiles, computers, and copy machines for private purposes is strictly prohibited.

Employees, volunteers or independent contractors using this equipment for personal purposes do so at their own risk. Unauthorized use of telephones, or other TGF-owned equipment for purposes other than business. (e.g., playing games, viewing social network sites for non work related communication, downloading personal or inappropriate material from the internet, using TGF computers for personal internet usage) is a serious breach of employee, volunteer or independent contractor conduct. Further, employees, volunteers or independent contractors are

not permitted to use a code, access a file or retrieve any stored communication unless authorized to do so or unless they have received prior clearance from an authorized TGF representative. All pass codes are the property of TGF. No employee, volunteer or independent contractor may use a pass code that has not been issued to that employee, volunteer or independent contractor or persons unknown to TGF.

Employees, volunteers or independent contractors who violate this policy are subject to disciplinary action, up to and including discharge or revoking of privileges previously afforded them by TGF.

*As a condition of continued employment or other work relationship, employees, volunteers or independent contractors are required to sign an E-mail acknowledgement form (Addendum C) located in the Signature Addendum at the end of the manual. Applicants are required to sign this form on acceptance of an employment offer by TGF.*

### **Social Networking**

The Gabriel Foundation encourages employees to share information with co-workers and with those outside The Gabriel Foundation for the purpose of gathering information, generating new ideas, promoting foundation events, and learning from the work of others. Social media provide inexpensive, informal, and timely ways to participate in an exchange of ideas and information.

Use of social media by employees may become a problem if: it interferes with the employee's work; is used to harass coworkers or customers; creates a hostile work environment; or harms the goodwill and reputation of the company among its customers or the community at large. The foundation encourages employees to use social media within the parameters of the following guidelines and in a way that does not produce the adverse consequences mentioned above.

Where no policy or guideline exists, employees are expected to use their professional judgment and take the most prudent action possible. If you are uncertain about the appropriateness of a social media posting, check with your manager or supervisor.

Note: As used in this policy, "social media" includes, but is not limited to, forums, and social networking sites and Instant Messaging, such as Twitter, Facebook, LinkedIn, YouTube, and MySpace.

If your posts on social media mention the company, its products or services, employees, customers, and/or competitors, make clear that you are an employee of the company and that the views posted are yours alone and do not represent the views of the company.

Do not mention The Gabriel Foundation employees, customers or Board members without their express consent.

Unless given written consent, you may not use the company's logo or trademarks on your posts.

Do not pick fights. If you see a misrepresentation about the company, respond respectfully with factual information, not inflammatory comments.

Remember, you are responsible for what you write or present on social media. You can be sued by other employees, competitors, customers, and any individual that views your social media posts as defamatory, pornographic, proprietary, harassing, libelous or creating a hostile work environment.

Employees may not use company equipment or facilities for non-work related activities without permission. Social media activities should not interfere with your duties at work. The company monitors its facilities to ensure compliance with this restriction.

All postings on social media must comply with the company's confidentiality and disclosure of proprietary information policies. If you are unsure about the confidential nature of information you are considering posting, consult with your manager or supervisor.

Comply with copyright laws, and cite or reference sources accurately.

Do not link to the company's website or post company material on a social media site without written permission from the president.

All company policies that regulate off-duty conduct apply to social media activity including, but not limited to, policies related to illegal harassment, code of conduct, noncompetition, protecting confidential and/or proprietary information.

Violation of this policy may lead to discipline up to and including the immediate termination of employment or revocation of privileges previously afforded by TGF.

### **TGF Correspondence Etiquette**

To ensure that The Gabriel Foundation maintains its' professional and appropriate public image in all levels of communication, the following standards are to be followed by all employees, volunteers or independent contractors of TGF.

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All marketing and/or promotional materials, whether electronic, paper or other format, may not be produced, displayed or distributed without the express permission and sign-off of the president or designate

### **Scheduling Appointments**

All staff must utilize Microsoft Outlook for scheduling. This will help when directing e-mail, phone calls, setting up meeting, and scheduling events.

There are two options to use in Microsoft Outlook to set up a meeting

- New Meeting Request
- New Appointment

When using Microsoft Outlook, please indicate any and all periods of time when you will be out of the office, as well as time away from your desk in meetings.

When scheduling a meeting or event with other staff, please use Microsoft Outlook to check other staff availability and notify them of the request. If your intent is to advise the entire staff and have your appointment appear on the staff schedule calendar, you must send the invite to TGF STAFF.

### **Out-of-Office Standard**

All staff must utilize Out-of-Office attendant on both e-mail and voice mail systems.

Out-of-Office replies for e-mail and voicemail should include:

- Dates that you will be out of the office
- A back-up person to contact
- An alternative method of contact for you (such as a cell phone), if appropriate
- Whether or not you will be able to get e-mail/voice mail while you are gone.

### **Sample Out-of-Office Assistant Message**

*"You have reached Jane Doe, Adoption Coordinator for The Gabriel Foundation. I will be out of the office from Wednesday, October 30 through Friday, November 1. I will not have access to my e-mail or voice mail during that time, so if you need immediate assistance, please contact <<insert name>> at extension XXX or e-mail at [name@thegabrielfoundation.org](mailto:name@thegabrielfoundation.org). Otherwise, I will respond to your message when I return. Thank you for calling The Gabriel Foundation."*

### **E-mail Standard**

Ideally, all staff should strive to respond to e-mails within 3 business days. Certain e-mails need to be elevated to a faster response time of within 1 business day. Examples include

- Immediate welfare of a bird
- Media inquiries
- Donations/bequests/and sponsorship inquiries

An e-mail signature standard should be used by all staff when replying to e-mails from outside constituents.

- Email signatures should NOT include "quotations" or "phrases" other than The Gabriel Foundation's motto or others provided on a case by case basis from management.
- Do not use a background or stationary on your e-mail.
- Signatures should be aligned on the left side of the screen.
- Do not use colors, bolds, or italics.

Signatures should utilize Times New Roman, 12 pt font size.

**Signature Template for Denver Office**

Name	Jane Doe
Title and Department	President
The Gabriel Foundation	The Gabriel Foundation
1025 Acoma Street	1025 Acoma Street
Denver, CO 80204	Denver, CO 80204
P - 303-629-5900 x XXX	P – 303-629-5900 x 200
F - 303-629-5901	F – 303-629-5901
<a href="mailto:XXX@thegabrielfoundation.org">XXX@thegabrielfoundation.org</a>	<a href="mailto:jane@thegabrielfoundation.org">jane@thegabrielfoundation.org</a>
<a href="http://www.thegabrielfoundation.org">www.thegabrielfoundation.org</a>	<a href="http://www.thegabrielfoundation.org">www.thegabrielfoundation.org</a>

*"Many have forgotten this truth, but you must not forget it. You remain responsible, forever, for what you have tamed."*

- Antoine de Saint Exupery

Don't forget to visit [www.thebirdbrain.com](http://www.thebirdbrain.com) for the very finest in products for parrots and the people who love them. All proceeds benefit the parrots and programs of The Gabriel Foundation.

**Signature Template for Aviary and Adoption Center**

Name	Jane Doe
Title and Department	Director of Avian Welfare
The Gabriel Foundation	The Gabriel Foundation
39520 County Rd 13	39520 County Rd 13
Denver, CO 80117	Denver, CO 80117
P - 303-646-3537 x XXX	P – 303-646-3537 x XXX
C -	C -
F - 303-646-1351	F – 303-646-1351
<a href="mailto:XXX@thegabrielfoundation.org">XXX@thegabrielfoundation.org</a>	<a href="mailto:jane@thegabrielfoundation.org">jane@thegabrielfoundation.org</a>
<a href="http://www.thegabrielfoundation.org">www.thegabrielfoundation.org</a>	<a href="http://www.thegabrielfoundation.org">www.thegabrielfoundation.org</a>

*"Many have forgotten this truth, but you must not forget it. You remain responsible, forever, for what you have tamed."*

- Antoine de Saint Exupery

Don't forget to visit [www.thebirdbrain.com](http://www.thebirdbrain.com) for the very finest in products for parrots and the people who love them. All proceeds benefit the parrots and programs of The Gabriel Foundation.

**Telephone Standards**

All staff must set up an incoming voice mail message. This message should include

- Your name, department and extension
- An alternative method of contact for reaching you (i.e. a cell phone)

**Sample Incoming Message:**

*"You have reached Jane Doe, Adoption Coordinator for The Gabriel Foundation at extension 123. I am sorry I have missed your call. If you need immediate assistance, please feel free to call my cell phone at 123-456-7890. Otherwise, I will return your call as soon as I am able. Thank you for calling The Gabriel Foundation."*

- Voice mail messages should be changed when staff is out of the office. Please refer to suggested out-of-office attendant message above.
- Voice mail messages should be returned within 3 business days unless they are urgent as described above.

### **USPS Mail Standards**

- USPS mail should be responded to within one week of receipt.
- Letters should be returned on Organization letterhead whenever appropriate.
- Mail correspondence should be responded to more quickly when it pertains to an urgent inquiry as described above.
- The president must pre authorize the use of TGF Letterhead for the purpose of writing a letter of recommendation.

### **Solicitations and Distributions Of Literature**

In the interest of maintaining a proper business environment and preventing interference with work and inconvenience to others, employees, volunteers or independent contractors may not distribute literature or printed materials of any kind, sell merchandise, solicit financial contributions, or solicit for any other cause during working time. Employees, volunteers or independent contractors who are not on working time (e.g., those on lunch hour or breaks) may not solicit employees, volunteers or independent contractors who are on working time for any cause or distribute literature of any kind to them. Furthermore, employees, volunteers or independent contractors may not display or distribute literature or printed material of any kind in working areas at any time.

### **Bulletin Boards**

To maintain an effective avenue for communicating with our employees, volunteers or independent contractors, TGF maintains official bulletin boards. The bulletin boards are located in conspicuous places throughout the TGF facilities to ensure that employees, volunteers or independent contractors have constant access to posted information.

TGF bulletin boards are used to communicate official government information on equal employment opportunity, wage and hour, health and safety, and other issues. They are also used to communicate information about TGF policies and business announcements, including, but not limited to, job postings, safety rules, health items, benefit programs, and notices announcing special events.

Employees, volunteers or independent contractors may not post, tape, tack, or affix in any way, any form of literature, printed or written materials, photographs, or notices of any kind on a TGF bulletin board, on the walls, or anywhere else on TGF property. Violation of this policy shall be

grounds for disciplinary action, up to and including discharge or revocation of privileges afforded by TGF.

TGF bulletin board may not be used by employees, volunteers, independent contractors or outside parties for the posting of commercial notes and advertisements, announcements and witticisms, sales of personal property, or any other matters, work related or not. Employees, volunteers, independent contractors and outside parties are also prohibited from distributing literature and soliciting other employees, volunteers or independent contractors except as stated in TGF solicitation and distribution of literature policy.

The management team maintains the bulletin board. All postings are performed by a member of the management team, who is responsible for keeping TGF bulletin boards up-to-date and attractive.

### **Meetings**

In an effort to increase employee, volunteer or independent contractor morale, improve work quality, efficiency, productivity, and quality of work life in general, and to improve and facilitate communications with employee, volunteer or independent contractors, it is the policy of TGF to solicit the ideas, suggestions, views, and concerns of employees, volunteers or independent contractors, by providing employees, volunteers or independent contractors with the opportunity to speak out at regular employee/operations meetings.

All TGF employees, volunteers or independent contractors are encouraged to present their ideas, suggestions, views, and concerns to management at these meetings. Management will also use these sessions as a forum for communicating information to employees, volunteers or independent contractors about manufacturing, distribution and sales activities, operational plans, the overall financial status of TGF, and so forth.

Topics appropriate for discussion at these sessions generally include matters involving workplace efficiency, quality, productivity, operational problems, safety issues, general working conditions, and other managerial issues. These meetings are not a forum for discussing grievances or labor disputes. In addition, certain topics (e.g., wages and work hours) should not be raised at such sessions. Employees, volunteers or independent contractors must address these issues in individual discussions with their supervisor or an appropriate member of TGF management team.

Employees, volunteers or independent contractors attending a staff meeting may ask questions, express their views, and make suggestions in their individual capacities. Employees, volunteers or independent contractors may not represent other employees, volunteers or independent contractors at these meetings.

Employees, volunteers or independent contractors will be compensated at their normal rate of pay for the time spent participating in a staff meeting.



## **Safety And Health**

TGF is committed to providing a safe and healthful working environment. In this connection, TGF makes every effort to comply with relevant federal and state occupational health and safety laws and to develop the best feasible operations, procedures, technologies, and programs conducive to such an environment.

TGF's policy is aimed at minimizing the exposure of our employees, volunteers or independent contractors, clients, and other visitors to our facilities to health or safety risks. To accomplish this objective, all TGF employees, volunteers or independent contractors are expected to work diligently to maintain safe and healthful working conditions and to adhere to proper operating practices and procedures designed to prevent injuries and illnesses.

It is the responsibility of each employee, volunteer or independent contractor to:

- Exercise maximum care and good judgment at all times to prevent accidents and injuries;
- Report to supervisors and seek first aid for all injuries, regardless of how minor;
- Report unsafe conditions, equipment, or practices to supervisory personnel;
- Use safety equipment provided by TGF at all times
- Observe conscientiously all safety rules and regulations at all times
- Notify your supervisor, before the beginning of the workday, of any medication you are taking, that may cause drowsiness or other side effects that could lead to injury to yourself and/or your coworkers.
- **Severe Weather Policy** There may be occasions when, because of inclement weather, it would be extremely difficult for employees, volunteers or independent contractors to meet their regular work schedules. Due to the nature of animal sheltering, the birds under our care require care every day regardless of weather.

For questions about conditions at the Aviary or Acoma locations, staff should contact your acting supervisor for the day. In the event you are unable to contact your supervisor, you may contact:

Julie Murad at 303.646.4220; C: 970.948.7057 or

Kelly Haynes, Human Resources Representative, C: 720.352.7795

Libby Hull, Manager, The Birdbrain C: 720.326.9662

The president or a designated representative has sole discretion whether a facility will be closed and/or work schedules altered because of inclement weather. Due to the nature of severe weather, TGF will handle each occasion separately. If an employee, volunteer or independent contractor is unable to report as normally scheduled because of inclement weather, and management has not previously authorized such a departure from the work schedule, provision of attendance, absenteeism and tardiness guidelines will apply.

**Employees are expected to report at their normal starting time unless specifically advised by a member of the management team of The Gabriel Foundation to do otherwise.**

TGF does not want an employee, volunteer or independent contractor to take unnecessary safety risks to commute to work in regard to extreme weather conditions however, our animals' welfare

is at risk and therefore every effort should be made to arrive at your scheduled time at your scheduled location.

Paid Time Off (PTO) will not be authorized for use for reasons of severe weather, without the express authorization of the president or designate.

### **Workplace Violence**

The Gabriel Foundation is concerned about the increased violence which has filtered into many workplaces throughout the United States, and has taken steps to help prevent incidents of violence from occurring at TGF. In this connection, it is the policy of TGF to expressly prohibit any acts or threats of violence by any TGF employee, volunteer or independent contractor or former employee, volunteer or independent contractor against any other employee, volunteer or independent contractor in or about TGF facilities or elsewhere at any time. TGF also will not condone any acts or threats of violence against TGF employees, volunteers or independent contractors, clients, or visitors on TGF premises at any time or while they are engaged in business with or on behalf of TGF, on or off TGF premises.

In keeping with the spirit and intent of this policy, and to ensure TGF objectives in this regard are attained, TGF is committed to the following:

- To provide a safe and healthful work environment, in accordance with TGF safety and health policy.
- To take prompt remedial action up to and including immediate termination, against any employee, volunteer or independent contractor who engages in any threatening behavior or acts of violence or who uses any obscene, abusive, or threatening language or gestures.
- To take appropriate action when dealing with clients, former employees, volunteers or independent contractors, or visitors to TGF's facilities who engage in such behavior. Such action may include notifying the police or other law enforcement personnel and prosecuting violators of this policy to the maximum extent of the law.
- To prohibit employees, volunteers or independent contractors, former employees, volunteer or independent contractors, clients, and visitors from bringing unauthorized firearms or other weapons onto TGF premises.
- To establish viable security measures to ensure that TGF facilities are safe and secure to the maximum extent possible and to properly handle access to Organization facilities by the public, off-duty employees, volunteers or independent contractors, and former employees, volunteers or independent contractors.

Any employee, volunteer or independent contractor who displays a tendency to engage in violent, abusive, or threatening behavior, or who otherwise engages in behavior that TGF, in its sole discretion, deems offensive or inappropriate may be referred for counseling or other appropriate treatment. Such employees, volunteers or independent contractors will also be subject to disciplinary action, up to and including termination of working relationship. In advancement of this policy, employees, volunteers or independent contractors have a "duty to warn" their supervisors, security staff, or human resource representative of any suspicious workplace activity or situations or incidents that they observe or that they are aware of and involve other employees, volunteers or independent contractors, former employees, volunteers or

independent contractors, clients, or visitors that appear problematic. This includes, for example, threats or acts of violence, aggressive behavior, offensive acts, threatening or offensive comments or remarks. Employees, volunteers or independent contractor reports made pursuant to this policy will be held in confidence to the maximum possible extent. TGF will not condone any form of retaliation against an employee, volunteer or independent contractor for making a report under this policy.

### **Visitors to Organization Facilities**

Visitors must comply with all Organization policies, including safety, health and security regulations. Employees, volunteers or independent contractors who are serving as escorts for any visitors are responsible for assisting visitors with compliance. Any noncompliance must be reported to a supervisor and/or a member of the management team immediately.

### **Use of Organization Equipment**

Organization equipment such as vehicles, telephones, copy machines, faxes, computers, postage meters, cameras, etc. are to be used for business purposes only and are not available for personal use, except where authorized in advance by appropriate managerial personnel. TGF's Driving Policy is to be reviewed and signed by any employee, volunteer or independent contractor driving a TGF vehicle.

### **Use of Personal Automobile**

Employees who use their own automobiles for travel on authorized TGF business will be reimbursed for mileage at the rate established by the Internal Revenue Service. Employees must have prior supervisory approval for the use of personal vehicles and must carry, at their own expense, the minimum insurance coverage for property damage and public liability.

*Further details are described on Addendum "E": Driving Agreement for TGF Vehicles.*

### **Expense Reimbursement**

All expenses must be pre-approved by the TGF financial staff, president or designate. Reimbursement requires receipts for any and all expenses. Receipts must be submitted to TGF financial staff within 2 weeks of expenditure.

### **Media Inquiries**

From time to time, as an employee, volunteer or independent contractor of TGF, you may receive inquiries from the media (e.g., newspapers, television stations, radio stations, magazines, or other periodicals). To ensure that TGF maintains the appropriate public image and that communications to the media are accurate and in line with applicable Organization policy, if you are contacted by the media, you should refer the individual making the inquiry to a member of the TGF management team or president. If these individuals are not available, refer them to the Acoma location. No other employee, volunteer or independent contractors are authorized to give statements to any representative of the media.

### **Conflict of Interest**

We expect all our Employees, volunteers or independent contractors to use common sense with regard to judgment, to adhere to avoid situations that create an actual, or perception of, a conflict of interest between the Employee, Volunteer or Independent Contractor's interest and the interests of The Gabriel Foundation. If you are unsure as to whether a certain transaction, activity, or relationship, including outside employment, constitutes a conflict of interest, you must discuss it with your Supervisor or human resources representative. Our president must approve any exceptions to this guideline in writing.

We intend for this conflict of interest policy be interpreted fairly so that we do not create harsh results when a conflict arises. If an Employee, Volunteer or Independent Contractor violates this policy through no fault of his or her own or unintentionally, the Employee, Volunteer or Independent Contractor will be given a reasonable amount of time (as determined by the president or human resources representative) to comply with our policy.

Failure to adhere to these guidelines, including failure to disclose any conflicts or seek an exception, may result in discipline, up to and including termination of employment.

Following are a few (but not all) activities that are strictly prohibited by our Conflict of Interest Policy:

- The use of confidential or proprietary information of TGF or its, clients or donors
- The solicitation of clients of TGF for services provided by TGF.
- The acceptance of any gratuity for services performed at TGF.
- Any outside employment relationship that conflicts with your position at TGF including your ability to perform overtime as required in your position, interferes with your performance, is detrimental to the interests of TGF.

Before you serve as an Employee, Volunteer or Independent Contractor, Paid Officer, Director, or Advisor for another Organization TGF must determine that accepting such a role is in the best interests of TGF. Such determinations will be made by the Management Team and the President.

Any issues regarding any outside employment you may be contemplating should be resolved prior to your accepting such employment.

*Addendum D The formal Confidentiality and Conflict Agreement for your signature is located in the Signature Addendum Section of this Manual*

### **Personal Telephone Calls**

Open lines of communication are critical to the success of TGF business. As such, our telephones should generally be used for authorized Organization business only. Of course, we recognize that family emergencies may occur from time to time; in such instances, use of the telephones for personal matters is permitted.

We urge you to ask your family members and friends not to call you at work unless it is an emergency. Your cooperation in this regard is appreciated.

### **Network Security**

Using streaming video or audio at your desktops impacts the traffic on all of the servers and will lessen quality as the capacity of information on this information "pipeline" uses up more bandwidth.

- Use of video or Audio streaming (ex. YouTube) or any extremely large photo file, is to be limited to business use, and a minimum amount of time to mitigate the negative effect on our servers, and subsequently all computer speed. Make certain that you log off of your "stream" after you view a segment.
- NO TGF computer may be used by anyone other than a TGF staff or designated volunteer (no children, visitors, or other persons) This is a bandwidth and network safety issue.
- NO games may ever be downloaded or played on TGF computers by any staff or volunteers or their children.
- Any activity which may negatively impact our network systems is strictly prohibited.

### **Reference Inquiries**

From time to time, TGF may receive inquiries from third parties regarding employees, such as a bank verifying employment for an employee applying for a mortgage or personal loan. All requests for reference information should be directed to the business office manager. Normally, TGF will respond only to written inquiries. If a telephone reference inquiry is received, TGF will typically only verify whether an individual is employed or no longer employed and will inform the caller that he or she must submit a written request for additional information. Generally, information will be released only after a written release has been received from the employee, or former employee, whichever the case may be. TGF reserves the right to release any information it deems appropriate at its discretion without authorization.

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Due to legal liabilities which can arise, only the president or designated representative is permitted to authorize giving references and/or letters of recommendation.

The Gabriel Foundation letterhead is only to be used for official TGF business. If you are asked to use the letterhead for an activity other than your normal scope of responsibilities, you must obtain prior authorization to use the letterhead by the president human resources representative or designate.

Unauthorized use may result in disciplinary action up to and including termination.

## **Separation of Employment**

Separation of employment is an inevitable part of personnel activity within any organization, and many of the reasons for separation are routine. Below are a few examples of some of the most common circumstances under which employment may be separated:

- Resignation - voluntary employment termination initiated by an employee.
- Termination - involuntary employment termination initiated by The Gabriel Foundation.
- Layoff - involuntary employment termination initiated by The Gabriel Foundation for non-disciplinary reasons.

Exit interviews, with a designated member of the management team, are normally scheduled for outgoing employees after a supervisor receives notice of resignation and those whose termination is initiated by TGF. The purpose of this interview is to ensure that all necessary forms are completed, to collect all TGF property that may be in the employee's possession (e.g., TGF credit cards and keys), and to provide the employee with an opportunity to discuss their job-related experiences.

Employees who have separated employment with The Gabriel Foundation, voluntarily or involuntarily, may remove only their personal items from the property.

Unused PTO is paid upon separation. Any outstanding financial obligations owed to The Gabriel Foundation will be deducted from the employee's final check given your prior written permission.

A meeting between employee and their immediate supervisor will take place prior to the last day of work. A health insurance extension of benefits via the Colorado Continuation/Conversion Program is available and is offered via mail to eligible employees. Parking cards, office keys, TGF equipment, and building passes must be returned at this time.

If an employee leaves The Gabriel Foundation in good standing, they may be considered for re-employment.

### **Voluntary**

Employees desiring to separate their employment relationship with TGF are urged to notify TGF at least two weeks in advance of their intended separation. Such notice should preferably be given in writing to their supervisor and should state the reason for resignation and anticipated last day of work.

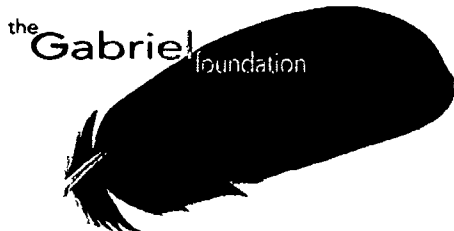
### **Involuntary**

As previously stated, all employment relationships with TGF are on an at-will basis. TGF hopes that our relationships with employees are long term and mutually rewarding, TGF reserves the right to terminate the employment relationship at any time for any reason, in compliance with all applicable state and federal employment laws and regulations, with or without prior notice.

the Gabriel foundation



## Signature Addendums



#### **Addendum A**

### **Conduct Manual Use and Purpose**

This Conduct Manual and any other provisions contained herein is not a contract, express or implied. Although we hope that your employment or alternative working relationship with us will be long term, your employment is “at-will” and either you or TGF may terminate it for any reason, with or without cause, and with or without notice. Only the president or other authorized representative(s) of The Gabriel Foundation has the authority to enter into a signed written agreement guaranteeing employment for a specific term.

This Conduct Manual does not purport to include every conceivable situation; it is merely meant as a guideline, and unless laws prescribe otherwise, common sense shall prevail. Informational statements are not promises of specific treatment and are to be used as a working guide in the day-to-day administration of The Gabriel Foundation. Of course, federal, state, and/or local laws will take precedence over The Gabriel Foundation policies, where applicable.

Policies are applied at the discretion of The Gabriel Foundation. The Gabriel Foundation reserves the right to change, withdraw, apply, or amend any of our policies or benefits, including those covered in this Conduct Manual at any time. The Gabriel Foundation may notify you of such changes via e-mail, posting on the Organization’s email, portal or website, or via a printed memo, notice, amendment to or reprinting of this Conduct Manual, but may, in its discretion make such changes at any time, with or without notice and without a written revision.

This Conduct Manual, dated August 2011 replaces and supersedes all previous versions distributed to The Gabriel Foundation employees, volunteers or independent contractors.

**By signing below, you acknowledge that you have received a copy of The Gabriel Foundation’s Conduct Manual, and understand that it is your responsibility to read and comply with the policies contained therein and any revisions made to it. Furthermore, you**



acknowledge that employees are employed "at-will" and that this Conduct Manual is neither a contract of employment nor a legal document.

We wish you the best of luck and success in your position and hope that your employment relationship with TGF will be a rewarding experience.

\_\_\_\_\_  
Employee, Volunteer or Independent Contractor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Please print your full name.

*Please sign Addendum A and date one copy of this notice and return it to Human Resources Representative. Retain a second copy for your reference.*



## Addendum B

# Code of Ethics

### Introduction

The Gabriel Foundation (TGF) is a 501(c)(3) nonprofit charitable organization. A parrot welfare organization that provides for the complete physical, psychological and environmental well being of the parrots in its care. Through the education of the public, proper legal documentation, extensive support services, and constant follow-up procedures, a parrot welfare organization insures that whether the parrots remain in a sanctuary, in rehabilitation, or are placed into adoptive or foster homes, that the parrots are continually nurtured. The parrot welfare organization also provides for the general welfare of parrots in the public domain by providing accurate, comprehensive and reliable educational materials and resources to the Foundation.

### Statement of Values

This code of ethics is based upon a foundation of strongly held values within The Gabriel Foundation. Our commitment to these values guides us in formulating and adhering to the code of ethics that follows.

### Personal and Professional Integrity

The Foundation employees, Board of Directors and volunteers act with honesty, integrity, commitment and openness in their dealings as representatives of the organization. Our organization promotes a working environment that values respect, fairness and integrity.

- We develop and encourage the practice of high standards of personal and professional conduct;
- Our employees, independent contractors and volunteers exemplify a professional level of courtesy, respect and objectivity when participating in TGF activities;
- TGF designs and maintains work environments that honor and protect the health and safety of its employees, independent contractors, volunteers, and constituents;
- Confidential information acquired in the course of work by TGF employees, independent contractors and volunteers will not be used for anyone's personal advantage;
- The Foundation resources and contributions received are used exclusively in pursuit of the organization's mission and will not be used for the personal advantage of vendors, Board of Directors, employees or volunteers;

### Governance

Our organization has an active governing body, including the President and the Board of Directors that is responsible for setting our mission and strategic direction. The governing body:

- Ensures that all directors understand and fulfill their governance duties acting for the benefit of the organization and its public purpose;
- Ensures that the organization conducts all transactions and dealings with integrity and honesty;
- Ensures that all directors have the requisite skills and experience to carry out their duties;
- Provides credible and effective oversight to the organization's work;
- Complies with applicable federal, state and local laws, regulations, and fiduciary responsibilities;
- Has a conflict of interest policy to ensure that any conflicts of interest or the appearance thereof, are avoided or appropriately managed through disclosure, recusal or other means;
- Respects the confidentiality of sensitive information about our donors, constituents, volunteers and employees;
- Ensures that the organization promotes working relationships among directors, employees, independent contractors, volunteers, and program beneficiaries that are based on mutual respect, fairness and openness;
- Ensures that the organization is fair and inclusive in its hiring and promotion policies and practices for all employees.
- Ensures that important organization policies are in writing, clearly articulated and officially adopted;
- Ensures that the organization's resources are responsibly and prudently managed;
- Ensures that our organization has the capacity to carry out its programs effectively.

### **Legal Compliance**

The Gabriel Foundation is knowledgeable of, and complies with the spirit as well as the letter of, all laws, regulations and applicable international conventions.

### **Responsible Stewardship**

The Foundation applies its funds appropriately and manages its funds responsibly and prudently. To that end:

- The strongest priority for our funds is to spend them on programs and activities in pursuit of our mission;
- We maintain effective accounting systems, internal controls, competent employees, reporting procedures and other resources and practices that are critical to professional management and accountability;
- We ensure that donations are used as was promised during solicitations and in the manner intended and expected by the donors;
- The organization compensates employees, and any others who may receive compensation, reasonably, appropriately, and within the limits of common practice;
- The Foundation pursues all identified possibilities to minimize fundraising costs, recognizing the variety of factors that affect fundraising costs;
- We ensure that spending practices and policies are fair, reasonable and appropriate to fulfill the mission of the organization;
- Financial reports comply with the rules and regulations as determined by the IRS for 501(c)(3) public charitable organizations.

- Financial statements are regularly submitted for independent audit or review.

### **Openness and Disclosure**

The Foundation provides comprehensive information to the public.

- We respond in a timely manner to reasonable requests for information and will provide copies of our latest IRS Forms 990, 1023 and By Laws in compliance with the IRS;
- Information about our organization is accurate and honestly reflects our policies and practices;
- Basic informational data about the organization is posted on our Web site or is otherwise available to the public;
- Financial, organizational and program reports are complete and accurate in all material respects;
- The Foundation and its employees, independent contractors and volunteers promptly and fully disclose, review and take appropriate actions with any situation that results in a perceived or actual conflict of interest;
- The Foundation and its employees, independent contractors and volunteers promptly fully disclose, and take appropriate actions to resolve, any situations in which we discover perceived or actual violations of this Code of Ethics.

In addition to providing information in an open manner, the Foundation is open to receiving information about itself.

- The Foundation provides avenues by which anyone may provide information pertaining to ethical matters, or make suggestions for organizational improvements, without fear of retaliation or retribution;
- The Foundation provides avenues by which anyone may provide information pertaining to possibly illegal activities being conducted by or in association with the Foundation employees, independent contractors or volunteers, and the organization will promptly and thoroughly investigate the report and take appropriate actions as situation merits

### **Program Quality and Evaluation**

The Foundation is committed to organizational effectiveness and the continuous improvement of its programs.

- We design programs and activities to make them responsive to the needs of our constituencies;
- The Foundation is committed to high standards of excellence and quality for the services and products we provide.
- Our organization regularly reviews program effectiveness and incorporates lessons learned into future programs;
- At least once per year, our organization reviews its internal compliance with this Code of Ethics.

### **Inclusiveness, Diversity, and Respect**

The Foundation has a policy of promoting inclusiveness, diversity, and respect for all people.

- Our employees, independent contractors and volunteers reflect cultural diversity and promote respect, and tolerance for all people;
- Our organization respects and tolerates diversity of opinions;
- The Foundation takes meaningful steps to promote inclusiveness in its operations and programs;
- Solicitation materials accurately represent our organization's policies and practices and reflect our commitment to animal welfare and protection served by our programs to the best of our abilities.
- The Foundation works cooperatively with other charitable organizations and respects the diversity of other organizations' missions, employees, or programs;
- The Foundation actively promotes ethical behavior as a responsible partner among peers, in the work environment and in our communities.

### **Fundraising**

The Foundation is fully accountable for the honest solicitation of charitable funds, the efficient administration of those funds, and the effective use of funds in pursuit of our organization's mission. With regard to fundraising, the Foundation:

- Provides truthful and current information in our solicitation communications;
- Does not establish unrealistic donor expectations of what donor gifts will actually accomplish within the limits of our mission and programs;
- Respects the privacy concerns of individual donors;
- Allows donors the opportunity for their names to be deleted from our mailing lists. We do not share mailing lists.
- Will not accept a gift from a donor if this would knowingly place a hardship on the donor or place the donor's future well-being in jeopardy;
- Will not accept donations from organizations or individuals in the knowledge that such donations likely were acquired through actions that are offensive to the Foundation values or in violation of the Foundation Code of Ethics;
- Discloses important and relevant information to potential donors;
- Informs the public of our mission, the way donated resources will be used, and our capacity to use donations effectively for their intended purposes;
- Informs the public about our governance structure;
- Provides donors access to annual, financial reports;
- Assures donors that their gifts will be used for the purposes for which they were given;
- If in receipt of funds intended to be used for programs or activities that are not part of the organization's present or prospective programs, will either return the funds or, if the intent is in accordance with our mission, treat these as restricted funds and channel them in a manner that honors the donor's intent;
- Provides donors with acknowledgement and recognition;
- Ensures that information about donations is handled with respect and confidentiality to the extent provided by the law;
- Ensures that relationships with individuals of interest to donors are professional in nature;
- Informs donors whether those seeking donations are volunteers or Foundation employees. We do not use hired solicitors;

- Does not compensate our employees or fund-raising consultants on the basis of a percentage of charitable contributions raised;
- Does not compensate our employees or fund-raising consultants directly or indirectly on the basis of finders fees (for recruiting donors);
- Encourages donors to ask questions when making donations and provides prompt, truthful and forthright answers.

**I have read and understand The Code of Ethics for The Gabriel Foundation. I agree to comply with the policy in its entirety. I understand that failure to comply may result in revocation of employment or other privileges entrusted to me by TGF.**

**The Gabriel Foundation:**

**Employee/Volunteer/Independent Contractor**

**By:** \_\_\_\_\_  
**Print Name**

**By:** \_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

**Title:** \_\_\_\_\_

*Please sign Addendum B and date one copy of this notice and return it to Human Resources Representative. Retain a second copy for your reference.*

#### Addendum C

### Confidentiality & Conflict of Interest Agreement

Please read the following information and return this confidentiality agreement, dated and signed, to your Supervisor for inclusion in your individual file.

This CONFIDENTIALITY AGREEMENT (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 201\_\_ between The Gabriel Foundation (the "Organization"), and \_\_\_\_\_, an individual with a residence address at \_\_\_\_\_ (the "Employee, Volunteer or Independent Contractor").

#### Recitals

WHEREAS, the Organization has agreed to employ or engage in Employee, Volunteer or Independent Contractor upon terms that have been mutually agreed upon by the Organization and Employee, Volunteer or Independent Contractor;

WHEREAS, one of those terms is the execution by the Employee, Volunteer or Independent Contractor of a Confidentiality Agreement ("Agreement");

WHEREAS, the Organization is relying on the Employee, Volunteer or Independent Contractor's agreement to perform in accordance with the terms of this Agreement and would not employ or continue to employ Employee, Volunteer or Independent Contractor without such Agreement;

NOW, THEREFORE, in consideration of the premises and the covenants and agreements hereinafter set forth, including employment of the Employee, Volunteer or Independent Contractor, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Employee, Volunteer or Independent Contractor and the Organization, intending to be legally bound, hereby agree as follows:

#### Agreement

- CONFIDENTIAL INFORMATION AND MATERIALS. Employee, Volunteer or Independent Contractor agrees and acknowledges that the following information and materials in written, oral, magnetic, photographic, or other medium or form and whether now existing or developed or created during the period of the Employee, Volunteer or Independent Contractor's

employment with the Organization (“Confidential Information”) are proprietary to the Organization, the result of the Organization’s substantial investment of time, money and effort, and would place the Organization at a competitive disadvantage were such information and materials disclosed outside the Organization without authorization:

- Information Marked Proprietary or Confidential: Any and all data, documents, materials, drawings, and information received by, or transmitted from, the Employee, Volunteer or Independent Contractor in tangible form and marked “Proprietary” or “Confidential” or bearing a similar legend.
- Business Procedures: Any and all internal business procedures and business plans, including concepts, ideas, advancements, products, plans, designs, processes, procedures, vendor names, vendor information, purchasing information, financial information, services and operational manuals, advertising rates, and other information relating to the ownership and operation of the Organization or which relates to the way the Organization conducts its business and which is not generally known to the public.
- Marketing and Client Information: Any and all marketing, Client and advertising information and materials, such as (i) strategic data, including marketing and development plans, forecasts and forecast assumption, and future plans and potential strategies of the Organization which have been or are being discussed; and (ii) Client data, including Client lists, names of existing, past or prospective Clients and their representative, data provided by or about prospective, existing or past Clients, Client service information and materials, data about terms, conditions and expiration dates of existing contracts with Clients and type, quantity and specifications of products and services purchased by Clients of the Organization.
- Third Party Information: Any and all information and materials in Organization’s possession or under its control from any other person or entity which Organization is obligated to treat as confidential or proprietary.
- Not Generally Known: Any and all information not generally known to the public or within the industries or trades in which the Organization competes.

2. NON-CONFIDENTIAL INFORMATION AND MATERIALS. Organization acknowledges that the following information and materials shall not be considered Confidential Information:

- General Skills and Knowledge: The general skills and experience gained by the Employee, Volunteer or Independent Contractor during employment with the Organization, and information publicly available or generally known within the industries or trades in which the Organization competes.
- Public Domain: Information which at the time of disclosure is in the public domain, or which later becomes part of the public domain by publication or



otherwise through no breach of this Agreement by Employee, Volunteer or Independent Contractor.

- Prior Possession: Information which Employee, Volunteer or Independent Contractor can demonstrate was in the Employee, Volunteer or Independent Contractor's possession prior to Organization's disclosure to the Employee, Volunteer or Independent Contractor.

3. OBLIGATIONS WITH RESPECT TO CONFIDENTIAL INFORMATION. Employee, Volunteer or Independent Contractor hereby covenants and agrees that, except as directed by the Organization or pursuant to the process of law, Employee, Volunteer or Independent Contractor will not during the term of Employee, Volunteer or Independent Contractor's employment with the Organization and **for the maximum time allowed per state and federal employment laws and regulations** thereafter, except as may be expressly authorized by the Organization in writing, disclose to any third party or use any Confidential Information whatsoever for any purpose whatsoever, or permit any person whatsoever to examine and/or make copies of any reports or any documents or software (whether in written form or stored on magnetic, optical or other mass storage media) prepared by the Employee, Volunteer or Independent Contractor or that comes into the possession or control of the Employee, Volunteer or Independent Contractor by reason of his/her employment by the Organization. Employee, Volunteer or Independent Contractor further covenants and agrees that while employed by the Organization, no material containing Confidential Information shall be removed from the Organization's business premises, except to carry out Organization business or with the prior written consent of the Organization.

4. OBLIGATIONS UPON TERMINATION. As used in this Agreement, the term "Organization Property" means all documents, papers, computer printouts and disks, records, files, manuals, supplies, computer hardware and software, equipment, inventory and other materials that have been created, used or obtained by the Organization, or otherwise belonging to the Organization, as well as any other materials containing Confidential Information. Employee, Volunteer or Independent Contractor hereby covenants and agrees that:

- a. All Organization property shall be and remain the property of the Organization.
  - b. Employee, Volunteer or Independent Contractor will preserve, use and hold Organization Property only for the benefit of the Organization and to carry out Organization business.
  - c. When Employee, Volunteer or Independent Contractor's employment is terminated, Employee, Volunteer or Independent Contractor will immediately deliver to the Organization all Organization property, including all copies or any other type of reproductions that Employee, Volunteer or Independent Contractor has in his/her possession or control.
- Employee, Volunteer or Independent Contractor will, upon request by the Organization, permit the Organization access to Employee, Volunteer or Independent Contractor's organizations computer and files, wherever located, to determine whether any Confidential Information or other Organization property is

stored in or maintained on the Employee, Volunteer or Independent Contractor's organization computer and files.

5. **WORK FOR HIRE.** In addition to the restrictions set forth above, Employee, Volunteer or Independent Contractor hereby covenants and agrees that:

- a. Employee, Volunteer or Independent Contractor will disclose promptly and fully to the Organization all works of authorship, inventions, discoveries, improvements, designs, processes, software, or any improvements, enhancements, or documentation of or to the same that the Employee, Volunteer or Independent Contractor makes, works on or conceives, individually or jointly with others, in the course of his employment/relationship by the Organization or with the use of the Organization's time, materials or facilities, in any way related or pertaining to or connected with the present or anticipated business, development, or work of the Organization or which results from or are suggested by any work the Employee, Volunteer or Independent Contractor may do for the Organization and whether produced during normal business hours or on personal time (collectively the "Work Product") relationship to Organization.
- b. All Work Product of the Employee, Volunteer or Independent Contractor shall be deemed to be "work made for hire" within the meaning of § 101 of the Copyright Act and all rights to copyright shall be vested entirely in the Organization. If for any reason the Work Product is deemed not be "work made for hire," and its rights to copyright are thereby in doubt, this Agreement shall constitute an irrevocable assignment by the Employee, Volunteer or Independent Contractor to the Organization of all right, title and interest in the copyright of all Work Product created under this Agreement. The parties intend that any and all copyright and other intellectual property rights in the Work Product, including without limitation any and all rights of whatever kind and nature now or hereafter to distribute and reproduce such Work Product in any and all media throughout the world, are the sole property of the Organization. The Employee, Volunteer or Independent Contractor hereby agrees to assist the Organization in any manner as shall be reasonably requested by the Organization to protect the Organization's interest in such copyright and/or other intellectual property rights, and to execute and deliver such legal instruments or documents as the Organization may request in order for the Organization to register and protect the Organization's copyright or other intellectual property rights in the Work Product throughout the world. Likewise, the Employee, Volunteer or Independent Contractor agrees to assist the Organization by executing such other documents and instruments that the Organization deems necessary to enable it to evidence, perfect and protect its right, title and interest in and to the Work Product.
- c. Employee, Volunteer or Independent Contractor shall make and maintain adequate and current written records and evidence of all Work Product, including drawings, work papers, graphs, computer records and any other document which shall be and remain the property of the Organization, and which shall be surrendered to the Organization upon request and upon the termination of

relationship with the Employee, Volunteer or Independent Contractor's employment with the Organization, regardless of cause. The provisions of this Section and the term "Work Product" as used herein do not apply to any invention for which no equipment, supplies, facilities or Confidential Information of the Organization was used, and which was developed entirely on Employee, Volunteer or Independent Contractor's own time, while not on the Organization's business premises, and which does not relate to the Organization's business, unless (i) the invention relates to the Organization's actual or demonstratively anticipated business development; or (ii) the invention results from any work performed by Employee, Volunteer or Independent Contractor for the Organization.

6. ENFORCEMENT. If Employee, Volunteer or Independent Contractor breaches or threatens to breach any of the provisions of this Agreement, Employee, Volunteer or Independent Contractor acknowledges and agrees that the Organization shall have the following rights and remedies, each of which shall be independent of the other and shall be severally enforceable, and all of which shall be in addition to, and not in lieu of, any other rights and remedies available to the Organization at law or in equity:

- a. The right to have the provisions of this Agreement specifically enforced against the Employee, Volunteer or Independent Contractor by any court having equity jurisdiction, it being acknowledged and agreed by the Employee, Volunteer or Independent Contractor that any such breach or threatened breach will cause irreparable injury to the Organization and that money damages will not provide an adequate and complete remedy to the Organization.
- b. The right to recover damages for all losses, actual and contingent, and the right to require the Employee, Volunteer or Independent Contractor to account for and pay over to the Organization all profits or other benefits (collectively "Benefits") derived or received by the Employee, Volunteer or Independent Contractor as the result of any transactions constituting a breach of the Agreement.
- ~~c. The right to recover from the Employee, Volunteer or Independent Contractor the Organization's attorneys' fees, costs and other expenses incurred in enforcing the terms of this Agreement.~~

As used in this Section, the term "Employee, Volunteer or Independent Contractor" shall include the Employee, Volunteer or Independent Contractor individually, as well as or his/her partners, agents, representatives,, independent contractors, or any and all persons or entities directly or indirectly acting for or with the Employee, Volunteer or Independent Contractor in connection with the breach or threatened breach.

• MISCELLANEOUS PROVISIONS.

- a. This Agreement shall survive any termination of the Employee, Volunteer or Independent Contractor's employment, whether or not for cause.

- b. As used in this Agreement, the term "Organization" includes The Gabriel Foundation, any assignee or other successor in interest, and any parent, subsidiary, or other corporation or partnership affiliated with The Gabriel Foundation.
- c. Nothing in this Agreement shall be interpreted or construed to be a guarantee of ongoing employment, or to otherwise limit the Organization's right to terminate the employment or relationship of the Employee, Volunteer or Independent Contractor. Employee, Volunteer or Independent Contractor's employment with the Organization is and shall at all times be "at-will."
- d. This Agreement is legally binding on both the Employee, Volunteer or Independent Contractor and the Organization and benefits their successors and assigns. It may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. It represents the parties' entire understanding regarding the subject matter of the Agreement and supersedes any and all other prior agreements regarding the same subject matter. The terms and provisions of the Agreement cannot be terminated, modified, or amended except in a writing signed by the Organization that specifically identifies this Agreement.
- e. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Colorado applicable to agreements made and performed entirely in Colorado (without regard to its rules and principles relating to conflicts of laws). Any dispute arising from this Agreement shall be brought in the District Court of Denver, Colorado, or the United States District Court for Colorado, if jurisdiction can be obtained. The parties hereby waive any claim or objection to jurisdiction and venue in the courts of Denver,, Colorado.
- f. By signing below, Employee, Volunteer or Independent Contractor acknowledges that he/she has carefully read and considered the provisions of this Agreement, and having done so, agrees that the restrictions set forth are fair and reasonably required for the protection of the interests of the Organization. In the event that, notwithstanding the foregoing, any part of this Agreement is held to be invalid or unenforceable, the remaining parts thereof shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included therein. In the event that any provision of this Agreement shall be declared by a court of competent jurisdiction to be unreasonable or unenforceable, the court shall enforce the provision in a way that it deems to be reasonable and enforceable.

IN WITNESS THEREOF, the parties have executed this Agreement as of the date first set forth above.

**The Gabriel Foundation:  
Contractor**

**Employee, Volunteer or Independent**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Print Name**

**Print Name**

**Title:** \_\_\_\_\_

## Addendum D

### E-mail Acknowledgment Form

The Gabriel Foundation employee, volunteer or independent contractors use voice mail and electronic mail to communicate with others in the organization and receive messages when these people are unavailable. Employee, volunteer or independent contractors should be aware that voice mail and electronic mail are not private and are subject to review by TGF. All electronic and telephonic communications systems and all communications and information transmitted by, received from, or stored in these systems are the property of TGF and as such are to be used solely for job-related purposes. The use of any software and business equipment, including, but not limited to facsimiles, computers, and copy machines for private purposes is strictly prohibited.

Employee, volunteer or independent contractors using this equipment for personal purposes do so at their own risk. Unauthorized use of telephones, or other TGF-owned equipment for purposes other than business. (e.g., playing games, viewing Social Network sites, downloading personal or explicit material from the internet, using TGF computers for personal Internet usage) is a serious breach of Employee, Volunteer or Independent Contractor conduct. Employee, volunteer or independent contractors are not permitted to use a code, access a file or retrieve any stored communication unless authorized to do so or unless they have received prior clearance from an authorized TGF representative. All pass codes are the property of TGF. No Employee, Volunteer or Independent Contractor may use a pass code that has not been issued to that Employee, Volunteer or Independent Contractor or that is unknown to TGF.

Employee, volunteer or independent contractors who violate this policy are subject to disciplinary action, up to and including discharge or revocation of privileges previously afforded them by TGF.

As a condition of employment and continued employment or working relationship, employees, volunteers and independent contractors are required to sign an E-mail acknowledgment form. Applicants are required to sign this form upon acceptance of an employment offer by TGF.

**I have read and understand The Gabriel Foundation E-mail Acknowledgment Form I agree to comply with the policy in its entirety. I understand that failure to comply may result in disciplinary action up to and including termination or revocation of privileges previously afforded me by TGF. I understand that**

**failure to comply may result in revocation of employment or other privileges entrusted to me by TGF.**

**The Gabriel Foundation:**

**Employee, Volunteer or Independent Contractor**

**By** \_\_\_\_\_

**By** \_\_\_\_\_

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Print Name**



Addendum E

## **Driving Agreement for TGF Vehicles**

**Safety is our number one concern! Following are critical rules for everyone to follow when driving a TGF vehicle:**

- Seat belts are to be worn at all times when driving on business, whether in agency vehicles or personal automobiles.
- Smoking is never allowed in company vehicles
- Using a cell phone without an ear piece or texting while driving on business, whether in agency vehicles or personal automobiles is never allowed. Pull over if you must use your cell phone!

**Driving a TGF car is a privilege. Vehicles represent The Gabriel Foundation in the public eye. They should be kept clean at all times.**

When using a TGF vehicle, you are required to:

Check fuel level; when fuel level drops to  $\frac{1}{4}$  tank, it is your responsibility to inform a member of the management team designate, Post-It's are kept in the middle storage box for this purpose. Initial and date fuel refill notice.

ALWAYS fill out the mileage chart that is located on the clip board in each vehicle before leaving & upon returning to the Aviary or Acoma Location.

Make a note and inform the management team designate if the vehicle that you are driving has any mechanical issues you may notice while driving:

- Vibrates or shakes when going down the road
- Odd noises that do not sound normal
- Any illuminated dash board lights (oil, temp, etc.)
- Heater, fan & or A/C is not working properly
- Any broken glass, mirrors, wipers, seat belts or other parts along with anything else that you think is out of the ordinary.

**The condition your vehicle is left in after use is your responsibility!**

You must always remove any trash, fast food bags, cups, bird food, dirt or anything else that could be considered garbage;



Please remove or return items that you may have taken with you or picked up. If you are unable to do so at the time you return it is your responsibility to inform the management team designate and take care of it the next day.

If the vehicle requires a car wash upon return, it is your responsibility to notify the management team designate.

Always place the sun shade visor in the windshield upon returning the vehicle or parking it for any length of time.

**I agree to provide a valid Driver's License as requested. I understand I am to notify the TGF human resources representative or designate of any change of driving record, including, but not limited to revocation of Drivers License.**

I have read and understand the Employee, Volunteer or Independent Contractor Driving Agreement for The Gabriel Foundation vehicles. I agree to comply with the policy in its entirety. I understand that failure to comply may result in revocation of driving privileges entrusted to me by TGF.

**The Gabriel Foundation:**

**Employee, Volunteer or Independent Contractor:**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Print Name**

**Title:** \_\_\_\_\_

the **Gabriel** foundation



## Addendum F

### Veterinary Services

These rates are for TGF Staff ONLY and do not apply to other family members and their pets.

Services available and provided at **TGF Clinic** by **staff DVM\***

\*Prices and service offerings subject to change without notice.

Exam (any pet)	\$10
Chem Panel (Vetscan - in house)	\$25
Chem Panel - to Antech	\$35
CBC - to Antech	\$20
Fecal Float	\$ 5
Fecal Gram Stain	\$ 8
Individual Cremation	\$25+ (depends on urn)
Euthanasia	TBD
Grooming	No Charge

Cost for other services (vaccines, lab testing, surgical procedures, wound management, etc) will be determined based on cost + 10%.

Payment will be expected (payable to The Gabriel Foundation) at the time of service unless prior arrangements are made with the Director of Operations.

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### Discounted Veterinary Care provided to TGF Employee pets by:

#### **Dr. Jerry LaBonde**

Homestead Animal Hospital  
6900 So Holly Circle Englewood, CO 80112  
303.771.7350

#### **Dr. Kris Ahlgrim**

Goldenview Veterinary Hospital  
885 Lupine Street, Unit C  
Golden, CO 80401  
303.279.9182

TGF Employees, volunteers or independent contractors are responsible for making their own appointments and payment is expected at the time of service at the clinic of your choice. A list of current TGF Employee, volunteer or independent contractors is on file with GoldenView Veterinary Hospital and Homestead Animal Hospital. It is your responsibility to mention that you are a current TGF Employee, Volunteer or Independent Contractor and are eligible to receive a discounted bill. Note: discounts do not apply to all veterinary services, products or treatments depending on each practice's policy. TGF is NOT responsible for your payment or any cost of service or for your pet.